



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MOE-VILLA INVESTMENTS and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: CNR MNDCT OLC FFT

### Introduction

This hearing was scheduled in response to the tenants' Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated January 21, 2021 (10 Day Notice), for a monetary claim of \$2,100.00 for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, for an order directing the landlord to comply with the Act, regulation or tenancy agreement, and to recover the cost of the filing fee.

The tenants attended the teleconference hearing. The landlord did not attend. At the start of the hearing I introduced myself and the participants and the tenants were given an opportunity to ask questions. The parties were provided with the opportunity to submit documentary evidence prior to this hearing, to present affirmed oral testimony evidence and to make submissions to me. Words utilizing the singular shall also include the plural and vice versa where the context requires.

As the landlord did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (Notice of Hearing), the application and documentary evidence were considered. The tenants provided affirmed testimony that the Notice of Hearing, application and documentary evidence were served on the landlord by registered mail on January 15, 2021. The tenants provided a registered mail tracking number during the hearing and confirmed that the name and address on the registered mail package matched the name of the landlord and the address for the landlord provided by the landlord on the 10 Day Notice. Documents sent by registered mail are deemed served five days after mailing pursuant to section 90 of the Act.

The registered mail tracking number has been included on the style of cause for ease of reference. According to the Canada Post registered mail website, the registered mail

package was mailed on January 15, 2021 and was delivered on January 19, 2021. During the pandemic, registered mail packages are not signed for by the recipients so I will deem the landlord served as of January 20, 2021, pursuant to section 90 of the Act.

### Preliminary and Procedural Matters

Firstly, Rule 2.3 of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the tenants indicated more than one matter of dispute on their application, the most urgent of which is the tenants' request to set aside a 10 Day Notice and is the reason why the tenants were granted an expedited hearing. I find that not all the claims on this Application for Dispute Resolution are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenants' request to cancel the 10 Day Notice and for the recovery of the cost of the filing fee at this proceeding. The balance of the tenant's application which includes a monetary claim for \$2,100.00 is dismissed, **with leave to re-apply**.

The tenants were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The tenants were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the tenants were informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the Act. The tenants did not have any questions about my direction pursuant to RTB Rule 6.11, other than to ask what "surreptitious" meant, which was explained to the tenants.

In addition to the above, the tenants confirmed their email address at the outset of the hearing and stated that they understood that the decision would be emailed to them and to the landlord at the email address provided for the landlord in the application.

### Issues to be Decided

- Should the 10 Day Notice be cancelled?
- Are the tenants entitled to the recovery of the cost of her filing fee under the Act?

### Background and Evidence

The tenants confirmed that they vacated the rental unit on January 31, 2021, in advance of the hearing date which was held on this date, April 12, 2021. As a result, there was no need to consider any additional evidence as this matter is now moot.

While the tenants also mentioned that the landlord had issued a 4 Month Notice, I find that that matter is not relevant to this application. As a result, I have not considered the 4 Month Notice further at this proceeding.

The tenants were advised that they were granted an expedited hearing based on the tenants' request to cancel a 10 Day Notice. As the tenancy has ended by way of the tenants vacating the rental unit, this matter is now moot.

### Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

I dismiss the tenant's application to cancel the 10 Day Notice as the tenants have already vacated the rental unit on January 31, 2021, since filing their application.

### Conclusion

The application is dismissed without leave to reapply.

As indicated above, the monetary claim portion of the tenants' application that was severed in accordance with section 2.3 of the Rules of Procedure is dismissed with leave to reapply.

I do not grant leave to reapply for an order directing the landlord to comply with the Act as the tenancy has ended.

I do not grant the tenants the recovery of the cost of the filing fee as the tenants' application has been dismissed due to the tenants vacating the rental unit.

This decision will be emailed to both parties as indicated above.

This decision is final and binding on the parties, unless otherwise provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: April 12, 2021

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Residential Tenancy Branch