



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC,RR, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed on January 29, 2021, to have the landlord comply with the Act, and to recover the cost of the filing fee.

On April 9, 2021, the tenant amended their application to include a rent reduction and a monetary order for loss. Although, I accept this amendment was filed with the Residential Tenancy Branch 16 days before the hearing, however, it was not served in person upon the landlord. Rather, it was sent to the landlord by registered mail and is not deemed received until 5 days later, which was April 14, 2021. I find the tenant did not serve their amendment in accordance with the Residential Tenancy Branch Rules of Procedure as the tenant had to ensure it was received or deemed to have been received on later than April 11, 2021. Therefore, I decline to hear the issues in the amended application.

At the outset of the hearing, counsel for the landlord stated that the tenancy has legally ended as the tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, which was not disputed, and rent was not paid. Counsel submits that the tenancy has legally ended, and the tenant has vacated the property. Therefore, the tenant's application to have the landlord comply with the Act or tenancy agreement is no longer an issue.

The tenant confirmed that they received the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities and has vacated the property. Therefore, as the tenancy has ended and the issue the tenant has listed in their original application are based on the tenancy continuing, I find it not necessary to consider this issue. Therefore, I dismiss the tenant's application without leave to reapply.

At the hearing the parties agreed to the following:

1. The parties agreed that the tenancy legally ended on April 25, 2021, for unpaid rent.
2. The tenant will be given access to the property to remove the extensive garbage from the property and the remaining items in the rental unit.
3. The tenant must have the property and the rental unit left in a reasonable clean and undamaged stated no later than April 30, 2021.
4. The parties agreed that should the tenant not have the garbage removed and the property cleaned by April 30, 2021. That the tenant is on notice that the landlord will have the garbage removed, and premise cleaned and claim the cost against the tenant.

Conclusion

The tenant's application is dismissed.

This decision 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 26, 2021

Residential Tenancy Branch