



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, RR, OLC, LRE, FFT

Introduction

On February 11, 2021, the Tenant filed an Application for Dispute Resolution under the *Residential Tenancy Act* (“the *Act*”) to cancel a 10-Day Notice to End Tenancy for Unpaid Rent or Utilities (the “Notice”) issued January 31, 2021, for an order for the Landlord to comply with the *Act*, to request a rent reduction for repairs, services or facilities agreed upon but not provided, to request that the Landlord’s right to enter the rental unit be suspended or have set conditions, and to recover the filing fee for this application. The matter was set for a conference call.

Both the Landlords and the Tenant attended the hearing and were each affirmed to be truthful in their testimony. The Landlords and Tenant were provided with the opportunity to present their evidence orally and in written and documentary form and to make submissions at the hearing.

In a case where a tenant has applied to cancel a Notice, Rule 7.18 of the Residential Tenancy Branch Rules of Procedure require the landlord to provide their evidence submission first, as the landlord has the burden of proving cause sufficient to terminate the tenancy for the reasons given on the Notice.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issues to be Decided

- Should the Notice issued on January 31, 2021, be cancelled?
- If not, are the Landlords entitled to an order of possession?
- Should the Landlords be Ordered to comply with the *Act*?
- Is the Tenant entitled to a rent reduction for repairs, services or facilities agreed upon but not provided?
- Should the Landlords' right to enter the rental unit be suspend or set conditions?
- Is the Tenant entitled to the return of their filing fee?

Analysis

Both parties agreed that the Tenant moved out of the rental unit on April 30, 2021 and had returned the keys to the rental unit to the Landlord on May 3, 2021.

Analysis

Based on the evidence before me and the testimony of these parties, I find that this tenancy ended in accordance with the *Act* on April 30, 2021 and that there is no requirement for a decision regarding the validity of the Notice to end tenancy that is before me in these proceeding. Therefore, I dismiss the Tenant's application to cancel this Notice.

As this tenancy had already ended in accordance with the *Act*, I find that there is no need to address the Tenant's additional claims for an order for the Landlord to comply with the *Act*, for a rent reduction for repairs, services or facilities agreed upon but not provided, or for an order restricting the Landlords' right to enter the rental unit, as these claims relate to an ongoing tenancy.

Additionally, section 72 of the *Act* gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Tenant chose to end this tenancy and all of the issues included in their application are related to an ongoing tenancy, I decline to award the Tenant the recovery of their filing fee paid for this application.

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: May 17, 2021

Residential Tenancy Branch