



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OLC

Introduction

On March 8, 2021, the Tenants made 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 matter was set for a conference call hearing. The Tenant and Landlord attended the teleconference hearing.

At the start of the hearing I introduced myself and the participants. The Tenant was asked if she wanted to proceed with her application and she stated that she tried to cancel the hearing but was not able to do so.

The Tenant testified that she moved out of the rental unit on April 30, 2021.

The Landlord stated that the Tenant moved out of the rental unit on May 1, 2020.

Since both parties have confirmed that the tenancy has ended prior to this hearing, there is no need to determine whether or not the tenancy is ending due to a failure to pay the rent owing under the tenancy agreement. Since the Tenant has vacated the rental unit, the Landlord does not require an order of possession.

I am unable to grant the Landlord a monetary order for unpaid rent when a Tenants application to cancel a 10 Day Notice is dismissed. Recent changes to the Act only permit me authority grant a monetary order in these circumstances for applications that were made after March 25, 2021.

If the Landlord wants to pursue a claim for a monetary order for unpaid rent, the Landlord will need to file his own application for dispute resolution.

The Tenant's application to cancel the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated March 3, 2021 is dismissed in its entirety.

Conclusion

The Tenant vacated the rental unit prior to the hearing to consider her dispute of the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated March 3, 2021.

The tenancy has ended. There is no need to determine whether or not the tenancy is ending due to a failure to pay the rent owing under the tenancy agreement. The Landlord does not require an order of possession for the rental unit.

The Landlord is at liberty to file his own application for dispute resolution to seek a monetary order for unpaid rent.

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: June 15, 2021

Residential Tenancy Branch