



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, OLC, FFT

### Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution, filed on March 23, 2021, wherein the Tenant sought to cancel a 1 Month Notice to End Tenancy for Cause, an Order that the Landlord comply with the *Residential Tenancy Act*, *Residential Tenancy Regulation*, and/or the residential tenancy agreement as well as recovery of the filing fee.

Both parties called into the hearing. The Tenant was assisted by two advocates, L.M. and W.C. The Landlord was represented by M.D., the manager, and R.J., the owner.

### Preliminary Matter

The Tenants named on the Application included the Tenant's advocate. As well, the Tenant named the manager of the building and the owner. The parties confirmed that the Landlord is a limited company.

Hearings before the Residential Tenancy Branch are conducted in accordance with the *Residential Tenancy Branch Rules of Procedure*. *Rule 4.2* of the *Rules* allows me to amend an Application for Dispute Resolution in circumstances where the amendment might reasonably have been anticipated. The authority to amend is also provided for in section 64(3)(c) of the *Act* which allows an Arbitrator to amend an Application for Dispute Resolution.

I therefore Amend the Tenant's Application to remove the Advocate's name as Tenant and to correctly name the Landlord.

Preliminary Matter—Relief Sought on Application

The parties confirmed the Landlord did not issue a 1 Month Notice to End Tenancy for Cause, such that the Tenant's application for an Order canceling such a notice was not required.

Similarly, the Advocate confirmed the nature of the balance of the Tenant's claim related to his concerns over the changing of his locks and the Landlord's refusal to accept rent payments. The Tenant confirmed that while the lock was changed, he was provided a key, such that he did not require an Order in this respect. Similarly, the Tenant confirmed that the Landlord was accepting his monthly payments, but issuing receipts for "use and occupancy only" as it was the Landlord's position the tenancy ended pursuant to a Mutual Agreement to End Tenancy.

The validity of the Mutual Agreement to End Tenancy is the subject matter of a hearing before the Branch on August 10, 2021. The file number for that matter is included in the unpublished cover page of this my Decision.

Consequently, the relief sought by the Tenant in the Application before me was moot, or no longer relevant. I therefore dismiss the Tenant's claim.

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: July 14, 2021

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Residential Tenancy Branch