



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Associa British Columbia, Inc- RHOME Property
Management and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes For the tenant: CNR, MNDC, RR, OLC, FF
For the landlords: OPR-DR, MNR-DR, FF

Introduction

This hearing was convened as the result of the cross applications of the parties for dispute resolution seeking remedy under the Residential Tenancy Act (Act).

The tenant applied for:

- an order cancelling the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (Notice) issued by the landlord;
- compensation for a monetary loss or other money owed;
- a reduction in monthly rent;
- an order requiring the landlord to comply with the Act, regulations, or tenancy agreement; and
- to recover the cost of the filing fee.

The landlord applied for:

- an order of possession of the rental unit pursuant to the Notice served to the tenant;
- a monetary order for unpaid rent; and
- to recover the cost of the filing fee.

The tenant and the landlord's agents (landlord) attended, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

The parties were informed at the start of the hearing that recording of the dispute resolution hearing is prohibited under the Residential Tenancy Branch (RTB) Rules of

Procedure (Rules) Rule 6.11. The parties were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, both parties affirmed they were not recording the hearing. The parties did not have any questions about my direction pursuant to RTB Rule 6.11.

Thereafter both parties were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

Preliminary Matters-

Residential Tenancy Branch Rules of Procedure, Rule 2.3 states that claims made in the application must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

As the tenant's application for monetary compensation is not related to the tenant's request seeking cancellation of the Notice, I am exercising my discretion and I therefore **dismiss** the tenant's claim for monetary compensation, with leave to reapply.

I informed the parties of this decision at the hearing.

Leave to reapply is not an extension of any applicable time limit.

Preliminary and Procedural Matters-

The parties agreed that the tenancy was over, as the tenant vacated the rental unit on or about June 27, 2021. according to the tenant.

The landlord's agent also confirmed that the tenant paid the amount of unpaid monthly rent which was listed on the Notice issued to the tenant on May 3, 2021 and there is no outstanding rent balance.

As a result, I find the tenant's application seeking cancellation of the Notice is moot, as the tenancy is over. I also find the tenant's request for a reduction in future monthly rent and an order requiring the landlord to comply with the Act, regulations, or tenancy agreement is moot, as these issues relate to an ongoing tenancy.

Likewise, I also find the landlord's requests for an order of possession of the rental unit and a monetary order for unpaid monthly rent are moot, as the tenant has vacated the rental unit and did not owe a rent balance.

Analysis and Conclusion

Given the above, I dismiss the tenant's application seeking cancellation of the Notice, for a reduction in future monthly rent, and an order requiring the landlord to comply with the Act, regulations, or tenancy agreement, without leave to reapply.

The tenant's claim for monetary compensation was dismissed, with leave to reapply.

I dismiss the landlord's application seeking enforcement of the Notice and a monetary order for unpaid rent, as the tenancy ended with the tenant having paid the monthly rent due.

As the primary issue in both applications relate to the Notice, and as I have not considered the merits of the Notice for the reasons stated, I decline to award either party recovery of their filing fee.

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: September 15, 2021

Residential Tenancy Branch