



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL OLC

Introduction

This hearing was convened as a result of the tenants filing two Applications for Dispute Resolution (applications) seeking remedy under the *Residential Tenancy Act* (Act). The tenants applied to cancel a 4 Month Notice to End Tenancy for Landlord's Use of Property and for an order directing the landlord to comply with the Act, regulation or tenancy agreement.

The tenants and the landlord attended the teleconference hearing. The tenants gave affirmed testimony and confirmed that as of July 5, 2021 the tenants vacated the rental unit, ending the tenancy.

Preliminary and Procedural Matters

Given the above and considering that this tenancy has ended, I find this application is now moot.

The parties confirmed their respective email addresses during the hearing. As a result, this decision will be emailed to both parties.

The asked how to make a monetary claim against the landlord, which I will address below.

Issue to be Decided

Is this application now moot?

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

I find this application is now moot as the tenants have vacated the rental unit prior to the hearing and since filing their applications.

As there is no monetary claim before me, the tenants were advised that they have up to 2 years from July 5, 2021 to file a monetary claim against the landlord, if they so choose. This decision does not extend any applicable timelines under the Act.

I note that both filing fees were waived.

Conclusion

This application is now moot and is dismissed without leave as a result. The filing fee were already waived.

The tenants are at liberty to apply for a monetary claim. This decision does not extend any application timelines under the Act. This decision will be emailed to both parties as described above.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: October 1, 2021

Residential Tenancy Branch