



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC CNR LRE DRI OLC FFT

Introduction

The tenant filed an Application for Dispute Resolution on June 6, 2021 seeking the following:

- cancellation or withdrawal of the One-Month Notice to End Tenancy for Cause (the “One-Month Notice”) that the landlord issued on May 31, 2021;
- cancellation or withdrawal of the 10 Day Notice to End Tenancy for Unpaid Rent (the “10-Day Notice”) that the landlord issued on June 5, 2021;
- suspension or conditions on the landlord’s right to enter the rental unit;
- resolution of a rent increase greater than that allowed by the law;
- the landlord’s compliance with the legislation and/or the tenancy agreement;
- reimbursement of the Application filing fee.

The landlord and tenant both attended the hearing to speak to the issue at hand. The tenant raised issues with the completeness of the tenant’s evidence package; reciprocally, the landlord submitted the tenant served their evidence outside of the allowed time limit.

At the start of the hearing the tenant provided that they already moved out from the rental unit on July 10, 2021. Because of numerous conflicts and other incidents, they finished moving out on July 14. Despite the tenancy ending, they attended the hearing to request: the tenancy agreement be terminated; no rent amount owing from the tenant for June or July 2021; the landlord be sanctioned for the unlawful eviction.

Throughout the hearing, each party levelled a number of charges against the other about incidents regarding the police, and whether the rental unit was a legal residence with respect to local municipality bylaws, and the legality of the initial tenancy agreement. The landlord submitted the Act does not apply in this situation where the tenant shared a bathroom and kitchen with the owner. The tenant refuted this submission to state they would not have accepted the agreement if that were the situation.

Both parties agreed the tenancy previously ended. This was approximately one month after the tenant filed their Application for this hearing. Given that the tenancy has ended, the validity of either one or both of the One-Month Notice and the 10-Day Notice is not in issue. There is no basis for a decision on whether the tenancy shall continue based on a test on the validity of either one of these documents. For this reason, I dismiss the portions of the tenant's Application without leave to reapply.

I make no decision on the merits of the tenant's request for a sanction against the landlord. The tenant did not frame this submission in terms of a claim for monetary compensation. There is a discrete part of the *Act* designed to secure enforcement by penalties for violations of law; however, that entails a proper investigative process that is outside the scope of this hearing.

There is no ongoing landlord-tenant relationship; therefore, I dismiss the portion of the tenant's Application concerning the landlord's compliance with the legislation and/or the tenancy agreement. Nor is there need for my decision on the landlord's right of entry to the unit. There is no ongoing rent being paid; therefore, I cannot resolve the issue of any alleged rent increase. These issues are concluded; I dismiss them without leave to reapply.

For this reason, I dismiss the tenant's Application in its entirety. As they did not withdraw or amend their Application upon the end of tenancy, I grant no repayment of the Application filing fee.

Conclusion

The tenant's Application is dismissed without leave to reapply. This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: October 4, 2021

Residential Tenancy Branch