



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FFT

Introduction and Preliminary and Procedural Matters

This hearing dealt with an Application for Dispute Resolution (application) by the tenant seeking remedy under the *Residential Tenancy Act* (Act) to cancel a 1 Month Notice to End Tenancy for Cause dated July 2, 2021 (1 Month Notice), to dispute a rent increase, for a monetary claim of \$2,800.00 for compensation or money owing under the Act, regulation or tenancy agreement, and for an order directing the landlord to comply with the Act, regulation or tenancy agreement.

The parties attended the teleconference hearing. The parties were informed at the start of the hearing that recording of the dispute resolution 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. If any recording was surreptitiously made and used for any purpose, that party will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the Act. The parties did not have any questions about my direction pursuant to RTB Rule 6.11.

The email addresses of both parties were confirmed during the hearing. The parties were advised that the decision would be emailed to both parties. The landlord and tenant were affirmed at the start of the hearing. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Rule 2.3 of the RTB Rules authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the tenant indicated several matters of dispute on the application, the most urgent of which is the application to cancel the 1 Month Notice and is why the hearing was scheduled ahead of other hearings. I find that not all the claims on the application are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenant's request to cancel the 1 Month

Notice at this proceeding. The balance of the tenant's application is **dismissed, with leave to re-apply**.

During the hearing, the parties confirmed that the landlord, who is the owner of the rental home, did not share a kitchen or bathroom with the tenant. In addition, the parties confirmed that the tenant vacated the rental unit on September 7, 2021 since filing their application on July 9, 2021. As a result, I find the tenant's application is moot as the tenancy ended by the tenant's own actions when the tenant vacated the rental unit. Given the above, I **dismiss** the tenant's application without leave to reapply.

As the filing fee was already waived, it is not granted.

Analysis and Conclusion

The tenant's application to cancel the 1 Month Notice is now moot as the tenancy has ended by the action of the tenant vacating the rental unit on September 7, 2021.

As the filing fee was waived, it is not granted.

The tenant has liberty to reapply for the portion of the application that was severed as noted above.

This decision will be emailed to both parties as indicated above.

This decision is final and binding on the parties, except as 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: November 12, 2021

Residential Tenancy Branch