



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Harron Investments Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, RR, PSF, OLC

Introduction

This hearing dealt with a tenant's application for:

- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities;
- Authorization to reduce rent payable by \$100.00;
- Orders for the landlord to provide services or facilities required by law or the tenancy agreement; and,
- Orders for the landlord to comply with the Act, regulations, or tenancy agreement

Both parties appeared and were represented for the hearing. The parties were affirmed. Both parties had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

Preliminary and Procedural Matters

At the outset of the hearing, I explored service of hearing materials upon each other. The tenant's daughter and representative testified that the proceeding package and evidence uploaded at the time of filing were sent to the landlord via registered mail on August 28, 2021. The tenant's representative testified that additional materials and evidence were sent to the landlord via regular mail after they moved out of the rental unit, between the dates of November 20 and 26, 2021. The landlord's agent confirmed receipt.

The landlord's agent testified that the landlord's evidence was sent to the tenant at her forwarding address on November 30, 2021, via registered mail.

The landlord pointed out that there is only one tenant (referred to by initials AB) named on the tenancy agreement and the landlord considered to other named applicant

(referred to by initials TD) to be an occupant, but not a tenant. TD who was speaking on behalf of her mother was of the position she should have been named as a tenant on the tenancy agreement but the landlord erred in failing to record her as a tenant. I excluded TD as a named tenant based on the tenancy agreement only but I make no finding as to whether TD actually has standing as a tenant since there were no outstanding issues for me to resolve, as described below. If the tenant files another Application for Dispute Resolution, the standing of TD as a tenant may be raised as an issue again.

Having heard both parties reference moving out of the rental unit and a forwarding address, I confirmed with the parties that the tenant vacated the rental unit on or about October 30, 2021 and returned possession of the rental unit to the landlord. As such, I proceeded to explore which issues identified on the Application for Dispute Resolution still require resolution.

Since the landlord has regained possession of the rental unit, an Order of Possession is not required and I do not provide one under section 55(1) of the Act. I also confirmed with both parties that no rent remains outstanding. As such, it is unnecessary for me to consider providing the landlord with a Monetary Order for unpaid rent under section 55(1.1) of the Act.

Since the tenancy is over, rent is no longer payable by the tenant and the tenant's request to reduce the monthly rent payable is moot. Similarly, I find it unnecessary to consider ordering the landlord to provide the tenant with services or facilities or to comply with the Act, regulations or tenancy agreement since the tenancy is over.

The tenant's advocate stated the tenant seeks to make a monetary claim against the landlord to recover electricity costs incurred during the tenancy. The tenant's advocate acknowledged this issue was not set out on the Application for Dispute Resolution. I noted that the tenant had not submitted an Amendment to an Application for Dispute Resolution to add another issue.

The landlord's agent stated the landlord was not prepared to deal with a monetary claim during this hearing.

The tenant's representative and daughter pointed out she had submitted a Monetary Order worksheet. I acknowledged the Residential Tenancy Branch received a Monetary Order worksheet dated November 23, 2021; however, an Application for Dispute Resolution is not amended to add a monetary claim by way of a Monetary Order

worksheet. Rather, an Application for Dispute Resolution is amended in accordance with Rule 4 of the Rules of Procedure and a Monetary Order worksheet is to provide a detailed calculation of the amount claimed. As seen under Rule 4.1 and 4.6 of the Rules of Procedure, an Amendment to an Application for Dispute Resolution is to be served to the other party and done so in accordance with the service requirements of section 89 of the Act. Section 89 does not permit service by regular mail.

In light of the above, I was of the view it would be prejudicial to hear a matter not identified by way of the Application for Dispute Resolution or an Amendment and I declined to permit the tenant's Application for Dispute Resolution to be amended at the hearing to add a monetary claim. The tenant was informed of her right to pursue a monetary claim by filing another Application for Dispute Resolution.

Conclusion

The issues raised by the tenant on the Application for Dispute Resolution are moot since the tenancy has ended.

If the tenant seeks to pursue a monetary claim against the landlord, she may do so by filing another Application for Dispute Resolution.

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: December 14, 2021

Residential Tenancy Branch