



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      RR, RP, CNC, OLC, FFT, CNR

### Introduction

This hearing was scheduled to deal with a tenant's application, as amended, for:

- cancellation of a One Month Notice to End Tenancy for Cause;
- cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities;
- orders for repairs;
- orders for compliance; and,
- authorization to reduce rent payable.

Both the landlord and the tenant appeared for the hearing. The parties were affirmed and the parties were ordered to not make an unofficial recording the proceeding.

Shortly after the hearing commenced, I heard consistent statements from both parties that the tenancy has already ended pursuant to a dispute resolution proceeding held on November 26, 2021 whereby the landlord was provided an Order of Possession effective two days after service (file number referenced on the cover page of this decision). I also heard consistent statements that possession of the rental unit was returned to the landlords in early December 2021.

Since the tenancy has already ended and the landlords have already regained possession of the rental unit, I find the remedies sought by the tenant in this Application for Dispute Resolution to be moot and it is unnecessary for me to consider whether the landlords are entitled to an Order of Possession. Therefore, I dismissed the tenant's application.

The tenant stated that he intended to seek compensation from the landlords by way of this proceeding with respect to garbage removal, utilities, among other things. The tenant had not filed an Amendment to indicate he was making a monetary claim and the

tenant acknowledged that he has not served the landlord with evidence in support of a monetary claim. The landlord also stated he has a monetary claim to file against the tenants but the tenants have not provided a forwarding address. The tenant indicated the deposits have already been returned and he would not be providing the landlord with a forwarding address. The landlord indicated he had the tenant's email address to which the tenant responded the email address was only for service with respect to previous dispute resolution proceedings. I informed the parties that I would not be hearing any monetary claim by way of this proceeding in the absence of a claim being filed and served but that the parties have a right to pursue each other monetarily by filing another Application for Dispute Resolution within the statutory limit for doing so.

### Conclusion

The tenancy has already ended and the remedies sought by the tenants are moot. The landlords have already been provided an Order of Possession under a previous dispute resolution proceeding. Accordingly, I dismiss this Application for Dispute Resolution and I do not provide an Order of Possession to the landlords.

Both parties remain at liberty to pursue each other monetarily, as they indicated they intended to do, 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: February 10, 2022

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Residential Tenancy Branch