



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP, FFT, CNR, ERP

Introduction

The Tenant applies for the following relief under the *Residential Tenancy Act* (the “Act”):

- To cancel a 10-Day Notice to End Tenancy (the “10-Day Notice”) pursuant to s. 46;
- An order for repairs pursuant to s. 32;
- An order for emergency repairs pursuant to s. 33; and
- Return of her filing fee pursuant to s. 72.

S.C. appeared as Tenant. She was assisted by her husband, P.R., who was an observant at the hearing. H.R. appeared as agent and property manager for the Landlord. J.X. appeared as translator for H.R.

The parties affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. The parties confirmed that they were not recording the hearing.

J.X., who appeared as translator for H.R., certified that she had knowledge of the Shanghainese language and was able to translate English to Shanghainese, and vice versa, on behalf of the Landlord’s agent.

Dismissal of the Tenant's Application

At the outset of the hearing, the Tenant confirmed that she vacated the rental unit on January 31, 2022. Given this, the relief sought in the Tenant’s application is no longer relevant as the tenancy was over by the time of the hearing.

The Tenant requested an amendment at the hearing to include a monetary claim. I advised that Rule 4.2 of the Rules of Procedure, which is the rule respecting

amendments at the hearing, would permit amendments only where they are reasonably anticipated. Rule 4.2 provides an example, such as an increase in rent owed since an application for unpaid rent was filed. I advised the Tenant that I would decline to grant the amendment as the monetary claim does not logically flow from her application to cancel the 10-Day Notice and for emergency repairs. It would be unfair to the parties to permit the requested amendment at the hearing.

As the tenancy is over, the issues in dispute are moot. The Tenant's application is therefore dismissed without leave to reapply.

I make no findings of fact or law except that the tenancy ended on January 31, 2022 after the Tenant vacated the rental unit. The dismissal of the Tenant's application shall not limit either parties' entitlement to compensation or other relief to which they may be entitled to under the *Act* and the parties are free to make a subsequent application should they choose to do so.

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 01, 2022

Residential Tenancy Branch