



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SUNNUS Properties  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OLC, FFT

### Introduction

The former Tenant (hereinafter the “Tenant”) filed an Application for Dispute Resolution on February 1, 2022 to ensure the landlord’s compliance with the legislation and/or the tenancy agreement, and to reimburse the Application filing fee.

The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on April 21, 2022. Both parties attended the conference call hearing. I explained the process and both parties had the opportunity to ask questions and present oral testimony during the hearing.

The Tenant stated they delivered notice of the dispute, along with their prepared documentary evidence, via Canada Post “express post”. The landlord confirmed they received this evidence; however, they questioned the Tenant’s correct method of providing the notice and their prepared evidence. I note the term “registered mail” describes a category of various services that provide proof of receipt, tracking and delivery. Tracking information included with “express post” (which is the name of the particular service) provides tracking information to ensure a party can provide proof of delivery if so needed. I accept the Landlord was properly served in this instance.

Reciprocally, the Landlord provided their own evidence to the Tenant via registered mail, and the Tenant acknowledged receiving this material.

The Tenant provided that they moved out from the rental unit in response to the Landlord’s notice to end tenancy, and their final move-out date corresponded to what was indicated on that notice. This was in February 2022. The Landlord stated their belief that the tenancy ended in December 2021, as so stated by other building residents. The Landlord took issue with the state of the rental unit at the end of the tenancy.

The parties fundamentally disagreed on several of the finer details at issue. At the outset of the hearing, I asked the parties for no interruptions, and verified that I would always check with the other party for a response to what they heard from the other. I informed them I was taking notes during the hearing, and there would be frequent pauses throughout while I was writing material down.

Despite this, the parties continually opted to directly question each other and did not make the effort to listen respectfully before being prompted to respond. For most of the hearing the parties abided by this norm of civil procedure; however, by the 20-minute mark of the 24-minute hearing this deteriorated, and the parties started to argue. The hearing ended abruptly for this reason, after all relevant information I gathered all relevant information from each party verified each party's method of contact.

Given that the tenancy previously ended, there is no continuing landlord-tenant relationship. The Landlord's compliance is no longer in issue. As the Tenant did not withdraw their Application in light of the tenancy ending, I grant no repayment of the Application filing fee.

### Conclusion

I dismiss the tenant's Application, without leave to reapply. I make this decision on the authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

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: April 21, 2022

---

Residential Tenancy Branch