



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Mulberry Parc  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC-MT, FFT

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on January 07, 2022 (the "Application"). The Tenant applied as follows:

- To dispute a One Month Notice to End Tenancy for Cause ("One Month Notice") and for more time to dispute the One Month Notice
- To recover the filing fee

G.B. appeared at the hearing for the Tenant. G.B. was originally named as the tenant in the Application. G.B. confirmed that their mother lived in the rental unit and therefore I have amended the Application to reflect this and this is also reflected in the style of cause.

S.M. appeared at the hearing for the Landlord with Y.L.R., legal counsel for the Landlord.

The parties agreed the Tenant moved out of the rental unit February 14 or 15, 2022.

I asked G.B. what they intended to do with the Application given the Tenant has moved out of the rental unit. G.B. indicated they still wanted a finding of wrongdoing by the Landlord. I explained to G.B. that the Tenant can no longer dispute a One Month Notice because they have moved out of the rental unit and therefore whether the tenancy should end pursuant to a One Month Notice is a moot point; the tenancy has already ended. I also explained to G.B. that the Tenant is not entitled to recover the filing fee because they have not been successful in their dispute of a One Month Notice given they have moved out and a One Month Notice is now a moot point. I further explained

to G.B. that I will not make a finding of wrongdoing, or hear submissions on this, in the absence of a live issue before me and there is no live issue before me given the Tenant has moved out. G.B. confirmed their understanding of what I had advised.

Given the Tenant has moved out of the rental unit, the dispute of a One Month Notice is a moot point and the Tenant is not entitled to recover the filing fee. The Application is therefore dismissed without leave to re-apply.

I note that, if this matter had proceeded, I would have confirmed with the parties that the RTB has jurisdiction to decide this matter given some of the materials submitted. I did not go into the issue of jurisdiction with the parties because there was no live issue before me. I have not made any decision on the issue of jurisdiction and the references above to Tenant and Landlord are simply for ease of reference.

### Conclusion

The Application is dismissed without leave to re-apply.

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: April 05, 2022

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Residential Tenancy Branch