



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1110046 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL-4M, RP, MNDC

Introduction, Preliminary and Procedural Matters-

This hearing convened to deal with the tenant's application for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act). The tenant applied and completed his application on February 3, 2022, for an order cancelling the Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of a Rental Unit, issued by the landlord, an order requiring the landlord to make repairs to the rental unit, and compensation for a monetary loss or other money owed.

The tenant and the landlord's legal counsel (counsel) attended, the hearing process was explained to the parties. All parties were informed that recording of the dispute resolution hearing is prohibited.

At the beginning of the hearing, counsel submitted that the tenant's application is moot, as the tenancy is ending the day of the hearing. Counsel referred to a previous Decision of the RTB, made on March 11, 2022, in which the tenant's application seeking cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent was unsuccessful, resulting in an order of possession of the rental unit effective 2 days after service on the tenant being granted to the landlord.

Counsel continued on and stated that the tenant filed for a judicial review of that March 11, 2022, Decision, and order of possession, obtained a without notice stay of the proceedings. On April 8, 2022, there was a full hearing in the Supreme Court on the tenant's request to extend the stay, and the Justice confirmed there were no legal or factual supports for extending the stay.

Counsel said that the landlord agreed to a Supreme Court order requiring the tenant to deliver vacant possession of the rental unit at 12:00 noon on April 30, 2022, but to date, the tenant has failed to vacate.

Counsel said that the landlord was issued a Writ of Possession by the Supreme Court on May 2, 2022, and that the bailiff will execute the Writ by 10:00 a.m., the day of the hearing, and remove the tenant. Counsel said that the bailiff had law enforcement ready in the event there were issues in the removal, as well as a locksmith, as the tenant does not answer his door.

The tenant provided statements and requests. The tenant requested that he be allowed to stay in the rental unit a couple more months and that he would pay the rent. The tenant requested that I overturn the Writ of Possession issued by the Supreme Court or the previous RTB Decision of March 11, 2022.

The tenant was informed I had no legal authority to do either.

Analysis and Conclusion

I find the landlord, through counsel, submitted sufficient evidence that the Supreme Court of British Columbia issued the Writ of Possession to the landlord, on May 2, 2022, and that the tenant will be removed by the bailiff the morning of the hearing.

For this reason, as the tenant will be removed on May 5, 2022, due to the March 11, 2022, order of possession of the rental unit granted to the landlord, which was judicially reviewed, and to the Writ of Possession issued to the landlord on May 2, 2022, I find the tenant's request to cancel the 4 Month Notice is moot. As a result, I **dismiss** that part of the tenant's application, **without leave to reapply**.

Additionally, as the tenancy ended prior to the hearing, it was no longer necessary to consider the tenant's request for an order requiring the landlord to make repairs to the rental unit, as this issue in this circumstance involves an ongoing tenancy. As a result, I **dismiss** the tenant's request for repairs, **without leave to reapply**, as the tenancy has ended.

As to the tenant's request for compensation, I have read the tenant's written statement on the application for this claim, which reads as follows:

There so bad to tenants that they should have there right to rent to people taken away & banned. They NEVER do any repairs despite many letters & deadlines by r. mail & only evict tenants to get away with it, despite even offering to pay for repairs & more rent. They should be forced to demolish. There harassment & non compliance has caused me to be nocturnal, change my # & email 3xs, work, mental illness, a will dispute worth millions & enjoyment of my own suite & life. I'm stuck for options.

I find the statement was more in the way of general complaints against the landlord, and was not an actual monetary claim. For instance, there were no particulars or breakdown of a claim.

As a result, I **dismiss without leave to reapply** the tenant's claim for \$25,000, as it was not clear that this was a monetary claim.

For the above reasons, I **dismiss** the tenant's application in full, **without leave to reapply**.

I inform the tenant that his applications for the upcoming two hearings should be considered moot, as they involve the tenant's request to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities and the tenant's request for an order of possession of the rental unit. The tenancy has ended.

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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: May 05, 2022

Residential Tenancy Branch