



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OLC, FF

### Introduction, Preliminary and Procedural Matters-

This hearing convened to deal with the tenants' application for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act). The tenants applied on February 28, 2022 for an order requiring the landlord to comply with the Act, regulations, or tenancy agreement and to recover the cost of the filing fee.

The parties listed on the style of cause page of this Decision attended the hearing and were affirmed.

As a preliminary matter, when questioned, the tenant testified that they moved out of the rental unit on March 13, 2022. The tenant said they should not have been required to move out of the rental unit as their written tenancy agreement said the tenancy continued on a month-to-month basis at the end of the fixed-term, which was March 14, 2022. However, the landlord insisted. Additionally, the tenant wrote in their application they were not aware they signed a Mutual Agreement to End the Tenancy when they signed the written tenancy agreement, as they thought the document was part of the written tenancy agreement.

The tenant then said they were entitled to compensation for having moved out of the rental unit.

### Analysis and Conclusion

As I informed the tenant, I cannot proceed on their application for dispute resolution, as the tenancy ended on the date they vacated the rental unit on March 13, 2022, as provided in section 44(1)(d) of the Act.

I find the tenants' request for an order to require the landlord to comply with the Act is a matter concerning an ongoing tenancy.

If the tenants believed they should not be required to vacate the rental unit at the end of the fixed-term of the tenancy, they ought to have waited for the hearing so that I could decide whether they are required to vacate. When the tenants vacated the rental unit, their application became moot, as I cannot now decide whether or not the tenancy shall continue.

I also find I cannot proceed on whether the tenants are entitled to monetary compensation from the landlord, as the tenants did not make a monetary claim in their application.

Given the above, I **dismiss** the tenants' application, without leave to reapply.

As I did not consider the merits of the tenants' application, I dismiss the tenants' request for recovery of the filing fee, without leave to reapply.

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: June 10, 2022

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Residential Tenancy Branch