



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, RR, OLC, RP, PSF, FF

### Introduction

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 April 6, 2022 for an order cancelling the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (Notice) issued by the landlord, a reduction in monthly rent, an order requiring the landlord to comply with the Act, regulations, or tenancy agreement, an order requiring the landlord to make repairs to the rental unit, an order requiring the landlord to provide for services or facilities required by the tenancy agreement or the Act, and recovery of the cost of the filing fee.

The parties listed on the style of cause page of this Decision attended, the hearing process was explained to the parties, and they were given an opportunity to ask questions about the hearing process. All parties were affirmed.

The parties were informed at the start of the hearing that recording of the dispute resolution hearing is prohibited.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

### Preliminary and Procedural Matters-

Near the beginning of the hearing, the tenant confirmed they vacated the rental unit two days prior to the hearing, leaving only a trampoline in the yard as they could not yet disassemble it. The landlord said that they have not yet received the keys to the rental unit from the tenant, but as long as the tenants did so, they confirmed they did not require an order of possession of the rental unit.

As a result of the above, I find the tenant's application seeking to cancel the Notice in order to continue the tenancy is moot as the tenancy ended after the tenant filed to dispute the Notice.

As the tenancy has ended, I find it was not necessary to consider the additional requests of the tenants, as these are matters relating to an ongoing tenancy.

Given the above, I dismiss the tenants' remaining application, without leave to reapply, including the request to recover the filing fee, as I did not hear the merits of the application.

The tenant included a monetary claim in their request for a reduction in monthly rent; however, I interpret this request to mean a request for a future reduction in monthly rent, not a lump sum payment. The tenants are at liberty to file an application for a future monetary claim, if they so choose, as their evidence shows that was their intent to do so through evidence. The tenant was informed a monetary claim was not properly before me and may not be made through evidence.

The hearing proceeded to consider whether the landlord is entitled to a monetary order for unpaid monthly rent, pursuant to section 55 (1.1) of the Act.

#### Issue(s) to be Decided

Is the landlord entitled to a monetary order consisting of unpaid monthly rent?

#### Background and Evidence

The tenant submitted that the monthly rent in question on the 10 Day Notice was for April 2022. The tenant submitted that she sent the monthly rent to the landlord electronically, and provided the payment receipt. The landlord, through his agent, denied receiving it. The tenant submitted further that they did not pay the monthly rent for May 2022, as they received a Two Month Notice to End Tenancy for Landlord's Use of Property and were entitled to compensation equivalent to a month's rent.

#### Analysis

I have reviewed the Notice and find it complies with section 52 *[form and content of notice to end tenancy]*.

I find there is insufficient evidence to show that the tenants owed the monthly rent for purposes of Section 55(1.1) of the Act, as the tenant supplied evidence that they paid the monthly rent for April 2022, and that they were entitled to the equivalent of one month's rent. I have specifically not made a finding that the monthly rent for April 2022 was paid, however, and the landlord is at liberty to make their own application for dispute resolution seeking monetary compensation from the tenant.

### Conclusion

The tenant's application seeking cancellation of the Notice and recovery of the filing fee is dismissed, without leave to reapply, as the tenancy ended prior to the hearing, resulting in an order of possession of the rental unit not being granted to the landlord.

The other listed requests of the tenants were dismissed, without leave to reapply, as the tenancy has ended, and the issues are for an ongoing tenancy.

The landlords were not issued a monetary order for unpaid monthly rent for the reasons given.

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 of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: June 03, 2022

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Residential Tenancy Branch