



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Tenant: CNL-4M, CNR, RP, OLC, FFT (x2)
Landlord: OPL-4M, MNRL, OPR, FFL

Introduction

The Tenant filed an Application for Dispute Resolution on April 8, 2022 seeking an order to cancel the Four Month Notice to End Tenancy for Demolition, Renovation, or Conversion to Another Use (the “Four-Month Notice”), and reimbursement of 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 August 5, 2022.

The Landlord filed an Application on April 20, 2022 seeking an Order of Possession in line with the Four-Month Notice, and reimbursement of the Application filing fee. Because the Tenant’s Application concerning the same tenancy was already in place, the Residential Tenancy Branch joined the Applications to be heard at the same time. They amended this Application on July 20 to seek an Order of Possession in line with the 10-Day Notice to End Tenancy for Unpaid Rent they issued to the Tenant. For this they also seek compensation for the unpaid rent amount.

Separately, and not joined to the above two Applications, the Tenant filed on July 6, 2022, seeking the cancellation of the 10-Day Notice, a request for repairs in the rental unit, and the Landlord’s compliance with the legislation and/or the tenancy agreement. Additionally, they seek reimbursement of filing fee for that Application.

Both parties attended the conference call hearing to speak to the issue. In the hearing, the Tenant advised they moved out from the rental unit on August 1, 2022. The Landlord specified the end-of-tenancy date as specified in the Four-Month Notice was July 31; however, the Tenant responded to say August 1 was the date that the Landlord specified for a final move-out inspection.

Given that the tenancy previously ended, the validity of the Four-Month Notice, issued by the Landlord on April 8, 2022 is no longer at issue. Similarly, the 10-Day Notice issued on July 19, 2022 is no longer in issue. I dismiss both of the Tenant's Applications, as well as the Landlord's Application for an Order of Possession that is not necessary.

The two other pieces of the Tenant's July 6, 2022 Application – concerning the Landlord's compliance, and repairs in the rental unit – are matters that concern an ongoing tenancy. Because the tenancy ended, I dismiss these pieces, without leave to reapply.

I find this tenancy ended as per the Four-Month Notice. As per s. 51(1), the Tenant is entitled to the equivalent of one month's rent. The Tenant withheld the final month of rent (i.e., July 2022) for this purpose. The Landlord issued a 10-Day Notice for this reason. I find that 10-Day Notice is in effect cancelled, thereby nullifying the Landlord's claim for that single month of rent. I find the actual move-out date of August 1 is immaterial because the Landlord did not suffer any monetary loss because of this, with no intention to re-rent the rental unit to new tenants.

I make no award to either party for reimbursement of the Application filing fee, with neither party successful on their Applications.

Conclusion

I dismiss the Tenant's Applications, without leave to reapply. I also dismiss the Landlord's Application for an order of possession and recovery of rent, without leave to reapply.

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: August 8, 2022

Residential Tenancy Branch