



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

The Tenant has filed four separate applications in which she seeks orders cancel various 10-Day Notices to End Tenancy pursuant to s. 46 of the *Residential Tenancy Act* (the “Act”).

B.S. appeared as agent for the Landlord. The Tenant did not attend, nor did someone attend on their behalf.

Pursuant to Rule 7.1 of the Rules of Procedure, the hearing began as scheduled in the Notice of Dispute Resolution. As the Tenant did not attend, the hearing was conducted in their absence as permitted by Rule 7.3 of the Rules of Procedure and concluded at 11:10 AM without participation from the Tenant.

The Landlord's agent affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. The Landlord's agent confirmed that they were not recording the hearing. I further advised that the hearing was recorded automatically by the Residential Tenancy Branch.

Preliminary Issue – Style of Cause

The Tenant's various applications list B.S. as the Landlord. However, the 10-Day Notices to End Tenancy and tenancy agreement list a corporate entity as the Landlord.

I confirmed with B.S. who, in fact, was the Landlord. B.S. confirmed she acted on behalf of the property manager company and confirmed the correct name for the Landlord.

Parties ought to be named using their correct legal names as per Policy Guideline #43. Based on the submissions of the Landlord's agent, I accept that the Tenant failed to properly name the Landlord. Accordingly, I amend the style of cause to reflect the Landlord's name as per the undisputed testimony of the Landlord's agent.

Dismissal of Tenant's Claim

The Landlord's agent advised that the Tenant vacated the rental unit on August 8, 2022. Given this, it assists in explaining the Tenant's absence from her own applications. I find that the tenancy ended thus making the issue of the enforceability of the 10-Day Notices to End Tenancy moot. Accordingly, the Tenant's applications are dismissed without leave to reapply.

Section 55(1.1) of the *Act* requires the director to grant an order for unpaid rent when a tenant's application disputing a 10-Day Notice to End Tenancy is dismissed. However, I was advised by the Landlord's agent that the Landlord has already filed an application seeking an order for unpaid rent and compensation for damages to the rental unit. As the Landlord has already filed an application and is scheduled to have that matter heard, I decline to make any order for unpaid rent to avoid any administrative confusion for granting relief that has already been claimed elsewhere.

Accordingly, the applications are dismissed without further order. I make no findings with respect to this matter other than to note that the tenancy is over. I avoid making a specific finding on when the tenancy ended in the interest of avoiding a decision that may affect the determination of the other arbitrator.

This dismissal shall not be construed as a limit on either parties' entitlement to compensation or other relief to which they may be entitled to under the *Act*.

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: September 23, 2022

Residential Tenancy Branch