



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, CNC, CNL, MNDCT, RR, RP, PSF, OLC, FFT
OPU-DR, MNL-DR, FFL

Introduction

This hearing convened as a result of cross applications. In the Tenants' Application for Dispute Resolution, filed on June 13, 2022, the Tenants sought the following relief:

- an Order canceling a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "10 Day Notice");
- an Order canceling a 1 Month Notice to End Tenancy for Cause (the "1 Month Notice");
- an Order canceling a 2 Month Notice to End Tenancy for Landlord's Use (the "1 Month Notice");
- an Order permitting the Tenants to reduce their rent for services or facilities not provided;
- an Order for monetary compensation from the Landlord;
- an Order that the Landlord:
 - make repairs to the rental unit;
 - provide services or facilities as required by law;
 - comply with the *Residential Tenancy Act*, the *Residential Tenancy Regulation*, or the residential tenancy agreement; and,
- recovery of the filing fee

In the Landlord's Application for Dispute Resolution, filed on June 29, 2022, the Landlord sought an Order of Possession and monetary compensation based on the 10 Day Notice as well as recovery of the filing fee.

The hearing was conducted by teleconference at 11:00 a.m. on October 31, 2022. Both parties called into the hearing and were provided the opportunity to present their evidence orally and in written and documentary form and to make submissions to me.

Preliminary Matter

At the outset of the hearing the Landlord stated that the Tenants had abandoned the rental as of August 2022 (some three months prior to the hearing) unit such that an Order of Possession was no longer required.

The Tenants claimed they did not vacate the unit, but rather the Landlord moved their items without their consent.

The parties agreed that the matters raised in their respective applications were, for the most part, no longer relevant as the tenancy had ended. The parties also agreed they both had further claims against the other which were not articulated in their applications, nor did they submit evidence in support of those claims.

Analysis and Conclusion

The tenancy has ended. Whether it was because the Tenants abandoned the rental unit, or the Landlord improperly removed the Tenants items was not an issue before me. The Tenants were not seeking to regain possession of the rental unit.

The parties agreed they had further monetary claims against the other relating to the circumstances surrounding the end of the tenancy and other matters arising during the tenancy. The parties also agreed they had further evidence they wished to submit in respect of their monetary claims against the other. Neither party was prepared to proceed with their monetary claim.

I therefore dismiss **with leave to reapply** the parties' respective monetary claims. The parties were reminded that when they resubmit their applications they must also file all evidence in support of those claims.

As the tenancy has ended, I dismiss **without leave** all claims which relate to the continuation of this tenancy, including:

- the Tenants' request for:

- an Order canceling a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “10 Day Notice”);
- an Order canceling a 1 Month Notice to End Tenancy for Cause (the “1 Month Notice”);
- an Order canceling a 2 Month Notice to End Tenancy for Landlord’s Use (the “1 Month Notice”);
- an Order that the Landlord:
 - make repairs to the rental unit;
 - provide services or facilities as required by law;
 - comply with the *Residential Tenancy Act*, the *Residential Tenancy Regulation*, or the residential tenancy agreement; and,
- the Landlord’s Application for an Order of Possession based on the 10 Day Notice.

I also dismiss **without leave to reapply** the parties’ respective claims for recovery of the filing fee.

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: November 04, 2022

Residential Tenancy Branch