



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC-MT, MNDCT, PSF, LRE, OLC, FFT, OPC, OPB, OPM, FFL

Introduction and Preliminary Matters

This hearing dealt with cross applications filed by the parties. On June 6, 2022, the Tenants made an Application for Dispute Resolution seeking to cancel a One Month Notice to End Tenancy for Cause (the "Notice") pursuant to Section 47 of the *Residential Tenancy Act* (the "*Act*"), seeking more time to cancel the Notice pursuant to Section 66 of the *Act*, seeking a provision of services and facilities pursuant to Section 62 of the *Act*, seeking a Monetary Order for compensation pursuant to Section 67 of the *Act*, seeking an Order to comply pursuant to Section 62 of the *Act*, seeking to restrict the Landlords' right to enter pursuant to Section 70 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

On June 16, 2022, the Landlords made an Application for a Dispute Resolution Proceeding seeking an Order of Possession based on the Notice pursuant to Section 47 of the *Act*, seeking an Order of Possession based on a breach of a vacate clause pursuant to Section 55 of the *Act*, seeking an Order of Possession based on a mutual agreement to end tenancy pursuant to Section 55 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

This hearing was the final, reconvened hearing from the original Dispute Resolution hearing set for October 21, 2022. This hearing was adjourned as per my Interim Decision dated October 22, 2022. The final, reconvened hearing was then set down to be heard on December 5, 2022, at 1:30 PM.

Tenants C.B. and N.G. attended the hearing, and Landlord M.M. attended the hearing as well. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of

the hearing was prohibited, and they were reminded to refrain from doing so. As well, all parties in attendance provided a solemn affirmation.

At the original hearing, the parties were advised that as per Rule 2.3 of the Rules of Procedure, claims made in an Application must be related to each other, and I have the discretion to sever and dismiss unrelated claims. As such, this hearing would primarily address the issues pertaining to the Notice, and that the other claims would be dismissed with leave to reapply. As such, both parties would be at liberty to reapply for any of the other issues in separate Applications.

However, at the reconvened hearing, both parties confirmed that the Tenants gave up vacant possession of the rental unit on November 14, 2022. As such, hearing submissions pertaining to the merits of the Notice were a moot point.

As both parties had settled these matters themselves and agreed to vacant possession of the rental unit, I find that neither party is entitled to recovery of the respective \$100.00 filing fees.

Conclusion

As the Tenants had given up vacant possession of the rental unit already, both Applications are dismissed without leave to reapply with respect to the Notice. The parties are at liberty to reapply for any other issues that may still be pertinent to this tenancy.

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: December 5, 2022

Residential Tenancy Branch