



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR, OLC, FFT

Introduction

The Tenant filed an Application for Dispute Resolution on Aug 13, 2022 seeking an order to cancel the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “10-Day Notice”). They also seek the Landlord’s compliance with the legislation and/or the tenancy agreement, 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 January 12, 2023.

Both parties attended the conference call hearing. The Landlord confirmed that they received the notice of this hearing directly from the Tenant in a timely manner after the Tenant’s Application.

I note the parties confirmed that the Landlord served a One-Month Notice to End Tenancy (the “One-Month Notice”) on August 12, 2022. That formed the basis for the Tenant’s Application to the Residential Tenancy Branch. The Tenant incorrectly indicated this was a 10-Day Notice.

In the hearing, the Landlord stated that the Tenant moved out on September 29, 2022. The Tenant confirmed this date. Given that the tenancy previously ended, the validity of the One-Month Notice, issued by the Landlord on August 12, 2022 is no longer at issue. The landlord-tenant relationship has ended; therefore, the Landlord’s compliance with the legislation or the tenancy agreement is no longer at issue.

In the hearing, the Landlord confirmed that the Tenant never missed a rent payment, stating that the payment of rent was never an issue. This decision reflects the record, as stated in parties’ testimony, that the Tenant paid their full portion of rent every month as required. This was \$700 from the start of the tenancy on October 1, 2019. The

Landlord stated the Tenant did not pay rent for their final month that was September 2022.

For the chief reason that this present Application concerns the One-Month Notice, with the tenancy already ended, I dismiss the Tenant's Application in its entirety.

Essentially, there was no legal issue to resolve in this hearing. This hearing, which in essence was not necessary, occupied schedule space at the Residential Tenancy Branch. Because of this, I dismiss the Tenant's Application for a return of the Application filing fee which I find the Landlord is not obligated to pay.

Conclusion

I dismiss the Tenant's Application, 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: January 12, 2023

Residential Tenancy Branch