



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      OLC, FFT

### Introduction

On December 7, 2022, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) asking that the Landlord comply with the Act, Regulation, or Tenancy Agreement.

The matter was set for a conference call hearing. Both parties appeared at the hearing. The hearing process was explained, and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence, orally and in written and documentary form, and make submissions to me.

### Preliminary and Procedural Matters

The electrical power went off at 9:48 am and disconnected the parties in the teleconference hearing. I called back into the hearing at approximately 9:51 and the parties were not present. I ended the hearing at 9:58 as no party had returned.

The issues in the Tenant’s application had been addressed by 9:48 am and are explained below.

### Issues to be Decided.

- Is the Tenant entitled to an order requiring the Landlord to comply with the Act, Regulation or the tenancy agreement?

### Background and Evidence

The Tenant moved into the rental unit sometime in 2014. The Landlords purchased the residential property in May 2017. The Landlord and Tenant both testified that the tenancy began as a fixed term tenancy for 18 months and continued thereafter on a month to month basis.

The Tenant applied for dispute resolution back on December 7, 2022. The Tenant vacated the rental unit on March 1, 2023 prior to this hearing.

The Tenant stated that he is seeking compensation; however, his application did not include a monetary claim, or provide full details such as a monetary order worksheet detailing the claim. The Tenant was informed that this hearing is restricted to the issues contained within the Notice that was served to the Landlords.

The Tenant was informed that there is no purpose/ need to proceed with his request for an order for the Landlord to comply with the Act, or tenancy agreement because the tenancy has ended. The Tenant was informed that he is at liberty to reapply for dispute resolution and seek compensation and that the arbitrator will hear his evidence at that time and determine if he is entitled to compensation for any breach of the Act or his tenancy agreement.

### Conclusion

The Tenant vacated the rental unit prior to this hearing. there is no purpose/ need to proceed with his request for an order for the Landlord to comply with the Act, or tenancy agreement because the tenancy has ended.

The Tenant is at liberty to apply for dispute resolution to pursue a monetary claim against the Landlords.

The Tenant's application asking that the Landlords comply with the Act, Regulation, or Tenancy Agreement is dismissed.

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: April 17, 2023

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Residential Tenancy Branch