



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNL, PSF, LRE, OLC

Introduction

The Tenant filed an Application for Dispute Resolution on July 13, 2022 seeking an order to cancel a Two Month Notice to End Tenancy for Landlord's Use of Property (the "Two-Month Notice"). They also seek the Landlord's compliance with the legislation and/or the tenancy agreement, the provision of services/facilities, and suspension or set conditions on the Landlord's right to enter. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the "Act") on July 6, 2023.

The Tenant and the Landlord attended the conference call hearing. The Tenant confirmed they moved out from the rental unit on March 30, 2023.

Given that the tenancy previously ended, the validity of the Two-Month Notice, issued by the Landlord on February 21, 2023 (as indicated by the Tenant on their Application), is no longer at issue. The landlord-tenant relationship has already ended; therefore, I dismiss the other pieces of the Tenant's Application because they are matters only related to a continuing tenancy. This tenancy has ended, so those pieces of the Tenant's Application cannot apply, and there is no solution to those issues.

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

The Tenant raised other issues concerning the Landlord's "harassment, bullying, and verbal abuse." This subject appears to be that of the Tenant's quiet enjoyment during the tenancy, and this may entail some form of relief to the Tenant, post-tenancy, as per the *Act*. The Tenant must file a separate application with the Residential Tenancy Branch to provide more detail on that point. An arbitrator may examine the issue in

terms of any whether there was some breach of the *Act* or the tenancy agreement, and then whether relief to the Tenant is appropriate for any breach.

I discussed the matter of the Tenant's security deposit they paid at the start of the tenancy. The Landlord did not return any deposit to the Tenant when this tenancy ended. The parties disagreed on the amount of the deposit, and when the Tenant paid. Neither party for this hearing provided evidence or other records about the deposit. This also is a separate matter to be resolved in a separate application if the Tenant wishes to pursue the issue.

Conclusion

I dismiss this present Application by the Tenant, without leave to reapply. The Tenant has the right to apply on other issues, post-tenancy.

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: July 6, 2023

Residential Tenancy Branch