



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

The Application for Dispute Resolution filed by the Tenant seeks an order to cancel the one month Notice to End Tenancy dated September 13, 2016 and setting the end of tenancy for October 19, 2016.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Notice to End Tenancy was served on the Tenant by mailing, by registered mail to where the tenant resides on September 14, 2016. Further I find that the Application for Dispute Resolution/Notice of Hearing was served on landlord by mailing, by registered mail to where the landlord carries on business on September 28, 2016. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to an order cancelling the one month Notice to End Tenancy dated September 13, 2016?

Background and Evidence

The tenancy began on September 1, 2013. The tenancy agreement provided that the tenant(s) would pay rent of \$925 per month payable in advance on the first day of each month. I was subsequently increased. The tenant(s) paid a security deposit of \$462.50 at the start of the tenancy. The tenant vacated the rental unit on November 1, 2016. The landlord returned the security deposit.

Grounds for Termination:

The Notice to End Tenancy relies on the following grounds:

- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so

Analysis

The tenant has vacated the rental unit. He has no interest in returning to the rental unit and reinstating the tenancy. As a result I determined the validity of the Notice to End Tenancy is moot. The tenant stated that he wished to withdraw his application. As a result I ordered that the Application to cancel the one month Notice to End Tenancy be dismissed as withdrawn.

The tenant stated he feels he has been wronged by the landlord and asked for compensation. The tenant would first have to file a new Application for Dispute Resolution seeking a order before those claims can be considered.

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 22, 2016

Residential Tenancy Branch