



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ERP, CNC, MNDC, FF

### Introduction

This hearing convened to deal with the tenant's application for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act). The tenant applied on February 23, 2022 for an order cancelling a One Month Notice to End Tenancy for Cause (Notice) said to be issued by the landlord, an order requiring the landlord to make emergency repairs to the rental unit for health or safety reasons, compensation for a monetary loss or other money owed, and to recover the cost of the filing fee.

The parties listed on the style of cause page of this Decision attended, the hearing process was explained to the parties, and they were given an opportunity to ask questions about the hearing process. All parties were affirmed.

The parties confirmed that they received the other's evidence in advance of the hearing and the landlord confirmed receiving the tenant's application.

### Preliminary and Procedural Matters-

Near the start of the hearing, the tenant confirmed that he vacated the rental unit on March 15, 2022. Additionally, the tenant confirmed that he did not receive a Notice to end the tenancy on the Residential Tenancy Branch (RTB) form, rather the tenant received the communication through email and text message.

As a result, I find the tenant's application seeking cancellation of a One Month Notice is moot as the tenancy ended on or about March 15, 2022, the date the tenant vacated the rental unit, and the tenant was not served a Notice on the form and content required

under section 52 of the Act. I therefore dismiss the tenant's application for cancellation of a 1 Month Notice, without leave to reapply.

As to the tenant's request for an order requiring the landlord to make emergency repairs to the rental unit for health or safety reasons, as the tenancy ended, I find it is unnecessary to consider that issue as this matter concerns an ongoing tenancy. I therefore dismiss the tenant's claim for emergency repairs to the rental unit, without leave to reapply.

As to the tenant's monetary claim, 2.3 of the RTB Rules of Procedure (Rules) authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the tenant indicated several matters of dispute on the application, the most urgent of which is the application to cancel the Notice and the request for emergency repairs. I find that the monetary claim is not sufficiently related to be determined during this proceeding. I therefore dismiss this portion of the tenant's application, with leave to re-apply.

Leave to reapply is not an extension of any applicable time limit.

As I did not consider the merits of the tenant's application and the landlord's Notice, I dismiss the tenant's request for recovery of the filing fee, without leave to reapply.

### Conclusion

The tenant's claims for cancellation of a 1 Month Notice and a request for an order for emergency repairs are dismissed, without leave to reapply, as the tenancy is over.

The tenant's monetary claim is dismissed with leave to reapply.

The tenant's request for recovery of the filing fee is dismissed, without leave to reapply.

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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: May 30, 2022