



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ROLITA ENTERPRISES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FFT

Introduction

This proceeding was set dealt with a tenant's Application for Dispute Resolution to cancel a One Month Notice to End Tenancy for Cause, among other issues, as amended.

Both parties appeared or were represented for the hearing. The parties were affirmed and the parties were ordered to not record the proceeding. Both parties had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

The hearing commenced on February 3, 2022 and an Interim Decision was issued on February 3, 2022. The Interim Decision should be read in conjunction with this decision. At the reconvened hearing, both parties confirmed they received the Interim Decision.

As seen in the Interim Decision, I had severed all of issues raised in the tenant's single application except for the tenant's request for cancellation of the One Month Notice. For added clarity, I sever the other issues on the tenant's original Application for Dispute Resolution with leave to reapply.

Shortly after the reconvened hearing started, I was provided consistent statements of both parties that the tenant vacated the rental unit in February 2022 and the landlord confirmed it regained possession of the rental unit. As such, I informed the parties that I considered the proceeding to be moot as of this date since the tenant brought the tenancy to an end by way of vacating the rental unit, as provided under section 44(1)(d) of the Act, and the landlord does not require an Order of Possession.

The tenant stated that she wanted me to deal with the issue of loss of cable during her last four months of tenancy by awarding her compensation equivalent to \$109.76 per month for four months. I noted that the issue of loss of cable was severed from the original application during the first hearing date. Further, I noted that the amount sought by the tenant at this point is different than the amount she had originally requested.

The tenant argued that the cable issue was the first issue raised in her original Application for Dispute Resolution and that she has filed another monetary claim against the landlord, set for hearing in January 2023, but she did not include compensation for loss of cable on that other Application for Dispute Resolution so the tenant requested that I address the cable issue during this proceeding.

The landlord and landlord's legal counsel confirmed that they understood this proceeding was moot.

Having already severed the cable issue from the original application, as seen in the Interim Decision that was received by both parties, and the landlord being of the position the proceeding was moot since the tenant vacated the rental unit, and the tenant wanting to increase her claim for loss of cable, I declined to hear the matter concerning loss of cable as I was of the view to do so would be procedurally unfair.

I informed the tenant that she has the right to amend her other Application for Dispute Resolution to add the claim pertaining to loss of cable. The landlord's legal counsel confirmed they have received another Application for Dispute Resolution from the tenant and indicated they understand the tenant has the right to amend that Application for Dispute Resolution to add a claim for loss of cable. I encouraged the tenant to speak with an Information Officer if she has questions about amending a claim.

Conclusion

The tenant's monetary claims had been severed and dismissed with leave to reapply.

The tenant has already vacated the rental unit and an Order of Possession is not required by the landlord. As such, I find the remainder of this proceeding to be moot as of this date and the tenant's Application for Dispute Resolution 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: July 14, 2022

Residential Tenancy Branch