



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNC, OPC, MNDL, FFL

Introduction

This hearing was set to deal with cross applications. The tenant applied to cancel a One Month Notice to End Tenancy for Cause (“One Month Notice”). The landlord applied for an Order of Possession based on a One Month Notice to End Tenancy for Cause. The landlords had also included a monetary claim on their application.

Both parties appeared at the hearing and the parties were affirmed.

I confirmed the parties had exchanged their respective proceeding packages via email and neither party took issue with service by email.

Preliminary and Procedural Matters

I severed the landlord’s monetary claim pursuant to Rule 2.3 and Rule 6.2 of the Rules of Procedure which provide:

2.3 Related issues

Claims made in the application must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

6.2 What will be considered at a dispute resolution hearing

The hearing is limited to matters claimed on the application unless the arbitrator allows a party to amend the application. The arbitrator may refuse to consider unrelated issues in accordance with Rule 2.3 [Related issues]. For example, if a party has applied to cancel a Notice to End Tenancy or is seeking an order of possession, the arbitrator may decline to hear other claims that have been included in the application and the arbitrator may dismiss such matters with or without leave to reapply.

The landlord's monetary claim was dismissed with leave to reapply.

The tenant testified that she has already vacated the rental unit and left the keys. The landlord confirmed the tenant has already vacated and she has received the keys. Accordingly, I was of the view the matter of the disputed One Month Notice to be moot as of this date.

The tenant stated that she had come to the hearing with the intention of requesting the return of her security deposit. I informed both parties that they are at liberty to make monetary claims against each other by filing a new application as this proceeding was set to deal with the more urgent matter of a notice to end tenancy.

I encouraged the parties to familiarize themselves with the Act's requirements with respect to dealing with a security deposit after a tenancy has ended.

Conclusion

The tenancy has already ended and the matter of the disputed One Month Notice is moot.

The landlord's monetary claim was severed and dismissed with 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*.

Dated: December 14, 2023

Residential Tenancy Branch