



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This matter dealt with an application by the Tenant for compensation for damage or loss under the Act or tenancy agreement and to recover the filing fee for this proceeding. In particular, the Tenant sought compensation for storage expenses, increased rent and for the Landlords' "breach of good faith" as she claimed that the Landlords failed to demolish a manufactured home which was the basis for ending the tenancy (pursuant to a 2 Month Notice).

The Tenant's application named her son (W.K.) as a tenant, however the Tenant admitted that W.K. was not a party to the tenancy agreement. Consequently, I find that W.K. is not properly named as a party in these proceedings and the style of cause is amended to remove him as a Tenant.

The Landlord, D.C., admitted that he received the Tenant's application in this matter however he claimed that the Tenant's address for service was deleted (which the Tenant admitted) and that for this reason he was unable to serve her with his evidence package. Section 59(2) of the Act says that an application for dispute resolution must be in the approved form. Section 59(5)(c) of the Act says that the director may refuse to accept an application for dispute resolution that is not in the approved form (among other things). I find that the copies of the Tenant's application that were served on the Landlords are incomplete and therefore are not in the approved form and for that reason the Tenant's application is dismissed with leave to reapply.

Furthermore, s. 51(2)(a) of the Act says that a Tenant who receives a 2 Month Notice may be entitled to compensation equal to 2 months rent if "steps have not been taken to accomplish the stated purpose for ending the tenancy under section 49 within a reasonable period ***after the effective date of the notice.***" The Tenant argued that the Landlords obtained a demolition permit in January, 2011 however, the legislation makes it clear that the time for accomplishing the stated purpose starts to run after the effective date of the 2 Month Notice which was March 31, 2011. What is reasonable will depend on the circumstances of each case and in this case, the Landlords claim that factors such as weather and contractor availability delayed the demolition but that the rental unit has now been demolished (which the Tenant's witness denied). As there has been no hearing into the merits of the Tenant's application, I make no finding of fact on these matters but simply note that the Tenant's application may have been made prematurely.

Conclusion

The Tenant's application for compensation is dismissed with leave to reapply. The Tenant's application to recover the filing fee for this proceeding 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*.

Dated: July 11, 2011.

Residential Tenancy Branch