



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes AAT, MNDC, OLC, O, FF

Introduction

This is an application filed by the Tenant to be allowed access to (or from) the unit, site for the Tenant, a monetary claim for money owed or compensation for damage or loss, an order for the Landlord to comply with the Act, regulations or Tenancy Agreement and recovery of the filing fee.

Both parties have attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the submitted documentary evidence, I find that both parties have been properly served with the notice of hearing and evidence package.

It was clarified with both parties that the named Landlord, E. K. is no longer a Landlord with interest with this Tenancy and as such her name shall be removed from this Application.

The Tenant states that D.F. is his Landlord. The Landlord, E.S. disputes the Tenant's claim that the named Landlord, D.F. is a Landlord for this Tenancy. E.S. states that K.C. is her roommate along with her sister and that only they have a signed tenancy agreement with D.F. The Tenant has stated that all of his rent payments go directly to A.S. (E.S.'s Sister). The Tenant relies on a completed condition inspection report signed by him with the Landlord, H.S. and D.F. The Landlord, H.S. states that her Landlord, D.F. refused K.C. as a Tenant which is why is not on the signed tenancy agreement. I find on a balance of probabilities that the named Landlord, D.F. is not K.C.'s Landlord. H.S. and A.S. are the Tenant's Landlords. The named Landlord, D.F. shall be removed from this Application.

Section 72 of the Act addresses **Director's orders: fees and monetary order**. With the exception of the filing fee for an application for dispute resolution, the Act does not provide for the award of costs associated with litigation to either party to a dispute. Accordingly, the Landlord's claim for recovery of litigation costs are dismissed.

Issue(s) to be Decided

Is the Tenant entitled to an order to be allowed access to (or from) the unit, site for the Tenant?

Is the Tenant entitled to a monetary claim for money owed or compensation for damage or loss?

Is the Tenant entitled to an order for the Landlord to comply with the Act, regulations or Tenancy Agreement?

Background, Evidence and Analysis

Both parties have acknowledged that the Tenant was not served with a proper notice to end tenancy in the correct format. The Tenant has also acknowledged that his application was pre-mature as his access to and from the rental unit have not been restricted or prohibited. The Tenant has also acknowledged in his direct testimony that no costs/expenses have been incurred and that the application for a monetary compensation was pre-mature.

I find that the Tenant has failed to establish a claim for the application filed. It is clear that the application for dispute was pre-mature as the Tenant has not been served with a valid notice to end tenancy, been restricted/prohibited from access to the rental unit or suffered any losses requiring compensation. The Tenant's Application is dismissed without leave to reapply.

Conclusion

The Tenant's Application 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: January 30, 2013

Residential Tenancy Branch

