



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MNDC, FF

Introduction

This hearing dealt with the tenant's application pursuant to the Residential Tenancy Act ("the Act") for cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent ("the 10 Day Notice") pursuant to section 46; a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67; and authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, and to make submissions. The landlords confirmed receipt of the tenant's Application for Dispute Resolution, Notice of hearing and evidentiary materials. At the outset of the hearing, the tenant testified that she had vacated the rental unit and sought to withdraw her application to cancel the notice to end tenancy. That application is withdrawn.

Issue(s) to be Decided

Is the tenant entitled to a monetary award for damage or loss as a result of this tenancy?

Is the tenant entitled to recover the filing fee for this application from the landlord?

Background and Evidence

This month to month tenancy began on August 1, 2013 as a fixed term. The tenancy continued on a month to month basis after one year with a rental amount of \$1500.00 payable on the first of each month. The tenant lived in a house in a rural area. She testified that she has vacated the residence as of July 1, 2015. The tenant withdrew her application to cancel the landlord's notice to end tenancy.

The tenant also applied for a monetary order for damage or loss as a result of her tenancy. She testified that she applied for an amount of \$1000.00 however she wished

to amend the amount to \$500.00. She further testified that the amount she sought, \$500.00 was based on the cost of water testing on the residential property.

The tenant testified, with documentary evidence submitted that, over the course of her tenancy the landlord had connected water hoses to the water source (a well) on the property. She testified that after using this water for a period of time (winter freeze); she discovered what she believed was evidence that the hoses were not appropriate to be used for potable water for herself and her animals residing on the property. The tenant became concerned and contacted government agencies to investigate whether the hoses were appropriate. The tenant testified that she believes based on her own investigation, that the hoses are not appropriate for drinking water. However, she testified that she has not had the water tested to make a final determination.

The tenant stated that she did not wish to receive a monetary order from the landlords. She testified that she applied for dispute resolution because she wanted the landlords to be forced to test the water.

Landlord GT denied that there is any issue with the hoses used while the tenant resided on the premises or with the water itself as a result of the hoses. He testified that the animals are safe as are people drinking this water. He testified that he would have used the same system for his own family. He also testified that testing was now a moot point as the hoses have been unused/stagnant for some time.

Analysis

As the tenant withdrew her application to cancel the notice to end tenancy, the only issues remaining are whether the tenant is entitled to receive a monetary order for damage or loss as a result of the tenancy and whether she is entitled to recover her filing fee. Over the course of the tenant's testimony, it became apparent that she did not in fact want a monetary order. She stated, "I don't want any money from them". She stated that she wanted her previous landlords to test the water on the rental property.

I dismiss the tenant's application for a monetary order. The tenant did not present evidence of monetary loss or damage as a result of this tenancy or any actions by the landlord. In fact, the tenant advised that she did not wish to recover a monetary amount from the landlords: she simply wants them to test their water. The tenant did not apply seeking an order to require the landlords to take any action under the *Act*.

The remedy that the tenant sought is outside of the scope of her application. Pursuant to both the *Act* and the Residential Policy Guidelines supporting the *Act*, an applicant in

a dispute resolution hearing must advise clearly and in advance of the hearing the remedy that the applicant seeks. The respondent must be aware and understand the nature of the case against them, allowing them an opportunity to respond to any claim in a meaningful way. This has not been done in this case. It is possible that this is not the correct forum for the tenant's complaint.

As the tenant was unsuccessful in this application, I find that the tenant is not entitled to recover the \$50.00 filing fee paid for this application.

Conclusion

The tenant's application to cancel a notice to end tenancy is withdrawn.
I dismiss the tenant's application for a monetary order.
I dismiss the tenant's application for recovery of her filing fee.

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: August 05, 2015

Residential Tenancy Branch

