



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNL, MNR, MNDC, FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- more time to make an application to cancel the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) pursuant to section 66;
- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) pursuant to section 49;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- a monetary order for the cost of emergency repairs to the rental unit pursuant to section 33;
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed receipt of the notice of hearing package and the submitted documentary evidence.

At the outset, extensive discussions with both parties with the assistance of the tenants' translator, E.L. (the translator) clarified that the tenants had made the following selections in error and wished to have these portions of the application cancelled.

- more time to make an application to cancel the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) pursuant to section 66;
- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) pursuant to section 49;
- a monetary order for the cost of emergency repairs to the rental unit pursuant to section 33;

The landlord confirmed in his direct testimony that no 2 Month Notice was served upon the tenants. The tenants both confirmed through their translator that no 2 Month Notice was received from the landlord and no emergency repairs have been made by the tenants. As such,

the above noted selections are cancelled by the tenants with no further action required. The hearing shall proceed only on the tenants' monetary claim for money owed or compensation and recovery of the filing fee.

Issue(s) to be Decided

Are the tenants' entitled to a monetary order for money owed or compensation for damage or loss and recovery of the filing fee?

Background, Evidence and Analysis

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on December 20, 2016 on a 2 year fixed term tenancy ending on December 31, 2018 and then thereafter on a month-to-month basis as shown by the submitted copy of the signed tenancy agreement. The monthly rent was \$2,200.00 payable on the last day of each month. A security deposit of \$1,100.00 was paid.

During the hearing the tenants were asked to provide details of the \$2,200.00 monetary claim through the assistance of their translator. The tenants through the assistance of their translator failed to provide sufficient details of their claim. The tenants were cautioned three times that if the details of their claim could not be articulated and presented then the tenants' application would be dismissed without leave to reapply. The tenants through the assistance of their translator failed to identify and provide sufficient details of their claim.

Conclusion

The tenant's application is dismissed with leave to reapply. Leave to reapply is not an extension of any applicable limitation period.

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: April 12, 2017

Residential Tenancy Branch