



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, O, FF

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the tenant and an agent for the landlord.

At the outset of the hearing the tenant confirmed that he has moved out of the rental unit. However, when I asked if there was no longer a need for his Application to be heard he stated that it was necessary because he wanted the landlord to be assessed a fine for wrongfully issuing a notice to end tenancy and for events during the tenancy such as not providing heat for 28 days.

I advised the tenant that if he wanted to see the landlord assessed for an administrative penalty, the Dispute Resolution process was not the appropriate venue. I referred the tenant to contact the Residential Tenancy Branch to find out to apply for an administrative penalty.

I also advised the tenant that if he was seeking compensation for any losses he felt he has suffered as a result of the tenancy he must submit an Application for Dispute Resolution that clearly identifies that he is seeking monetary compensation and the reasons why he is seeking it.

Upon review of the tenant's Application before me, I find that while the tenant had identified "other" as something he wanted to pursue he did not identify that he was seeking monetary compensation and he did not explain anywhere in his Application or documentary evidence as what he meant by other.

As such, if the tenant's intention was to seek compensation from the landlord he has not provided sufficient detail of the amount of compensation claim or the reasons why he sought the compensation. As a result, I find it would prejudicial to allow his claim at this time as the landlord would have no way to prepare to respond to the quantum or reasons for his claim, contrary to the principles of natural justice.

For these reasons, I find that since the tenant no longer lives in the rental unit there is no need for him to dispute the 10 Day Notice to End Tenancy and have it cancelled and that the remainder of the tenant's Application for Dispute Resolution does not identify any specific dispute or resolution sought. Therefore, I find the tenant's Application for Dispute Resolution cannot proceed.

#### Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to cancel a 10 Day Notice to End Tenancy for Unpaid Rent and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 46, 67, and 72 of the *Residential Tenancy Act (Act)*.

#### Conclusion

Based on the above, I decline to hear the tenant's Application for Dispute Resolution in its entirety. I note that if the tenant does believe he has suffered a loss as a result of the tenancy he remains at liberty to file a claim for compensation subject to any restrictions identified in the *Act*.

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: June 09, 2017

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Residential Tenancy Branch