



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes AAT CNC CNR LAT LRE MNDCT OLC PSF

Introduction

This hearing was convened in response to applications by the tenant pursuant to the *Residential Tenancy Act* (the “Act”) for:

- a cancellation of the landlord’s 10 Day Notice to End Tenancy pursuant to section 46 of the *Act*;
- a cancellation of the landlord’s 1 Month Notice to End Tenancy pursuant to section 47 of the *Act*;
- a Monetary Order pursuant to section 67 of the *Act*;;
- an Order directing the landlord to comply with the *Act* pursuant to section 62;
- an Order setting or suspending conditions on the landlord’s right to enter the rental unit;
- authorization to change the locks to the rental unit;
- an Order directing the landlord to provide services or facilities required by the tenancy agreement or law; and
- a return of the filing fee pursuant to section 72 of the *Act*.

Both the tenant and the landlord attended the hearing. Both parties were given a full opportunity to be heard, to present testimony, to make submissions and to call witnesses.

Following opening remarks the tenant said that he had vacated the rental unit “at the start of July” and was no longer seeking to pursue any portion of his application other than the amendment submitted July 10, 2018. The tenant stated that he wished to withdraw all portions of his application, other than the application for a monetary award. I explained to the parties that the tenant’s withdrawal would not prejudice the landlord from making a future claim against the tenant. Both parties stated they understood.

Preliminary Issue - Jurisdiction

At the outset of this hearing, I explained to the parties that I had concerns centering on my jurisdiction to hear the tenant's application for a monetary award.

Following some preliminary information regarding the nature of the damages for which the tenant seeks compensation and a review of the written submissions, I find that the tenant is looking to recover a monetary award related to an incident that is purported to have taken place on June 10, 2018 between him and the landlord's son. I explained to the parties that my power granting financial relief are limited to matters related to landlord/tenant disputes and stem from section 67 of the *Act*. This section of the *Act* states I can award compensation for, "damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement."

The tenant confirmed that he was looking to recover compensation due to alleged loss he suffered as a result of this interaction with the landlord's son.

I find that the matters described by the tenant in his testimony and written submissions may be better suited for another judicial body as they related to matters that fall outside of those described in section 67 of the *Act*. I decline to rule on this matter as I find I have no jurisdiction to consider the tenant's application for a monetary award.

Conclusion

All matters other than the tenant's application for a monetary award were withdrawn.

I decline to rule on the tenant's application for a monetary award, as I have no jurisdiction to consider this application

The tenant must bear the cost of his own 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: July 26, 2018

Residential Tenancy Branch