



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT

Introduction and Conclusion

This hearing convened as a result of cross applications. In the Tenant's Application for Dispute Resolution, filed on November 30, 2018, the Tenant requested monetary compensation from the Landlord for her labour painting the rental unit as well as compensation for her storage costs incurred after she moved from the rental unit pursuant to a 2 Month Notice to End Tenancy for Landlord's Use.

The hearing was conducted by teleconference at 1:30 p.m. on March 28, 2019.

Both parties called into the hearing and were provided the opportunity to present their evidence orally and in written and documentary form and to make submissions to me.

Preliminary Matter—Jurisdiction

The power and authority of the Residential Tenancy Branch is derived from the *Residential Tenancy Act*. The dispute resolution process does not create a court and as such, Arbitrators delegated under the *Act*, do not have inherent powers arising under the common law which are possessed by a judge. Arbitrators do not have jurisdiction to decide matters which are not related to the tenancy.

The Tenant confirmed that the tenancy agreement did not include any mention of labour costs for painting, nor did it afford any reduction in rent for her time; she stated that her labour was separate from the tenancy.

The Tenant's claim for monetary compensation for her time painting the rental unit is not related to the tenancy and is therefore not within my jurisdiction.

Preliminary Matter—Prior Hearing

At the outset of the hearing the Tenant confirmed that the parties had attended a previous hearing whereby the Tenant was granted monetary compensation pursuant to section 51(2) of the *Act*. The file number for that matter is included on the unpublished cover page of this my Decision.

Section 51(2) is meant to compensate a tenant who receives a 2 Month Notice to End Tenancy when the landlord fails to use the rental unit for the stated purpose. These amounts are intended to compensate a tenant for the inconvenience and cost associated in what is, in essence, an illegal eviction; moving and storage costs incurred by a tenant who moved pursuant to a 2 Month Notice are included in such costs. As such, the Tenant has already been compensated pursuant to the 2 Month Notice and is not entitled to further compensation for her storage costs.

Conclusion

The Tenant's claim is dismissed.

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: March 28, 2019

Residential Tenancy Branch