



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ROYAL PACIFIC REALTY CORPORATION  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

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

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

All parties attended the hearing via conference call and provided testimony. The tenant stated that all of the named landlords were served with the notice of hearing package via Canada Post Registered Mail on May 14, 2019. The tenant stated that the two packages for A.Y. and D.G. were not claimed by the two named landlords. The landlord's agent, E.K. confirmed receipt of the package as claimed. The landlord's agent, E.S. on behalf of A.U. and D.G. confirmed that he received a copy from the other named landlord's agent, E.K. On this basis, I find that all parties have been sufficiently served as per section 90 of the Act.

The tenant stated that no documentary evidence was served upon the landlords as it was his belief that the parties could access the uploaded evidence from the Residential Tenancy Branch website. The landlord's agent, E.S. stated that the submitted documentary evidence was placed in the tenant's mailbox August 1, 2019 (the day before the hearing). The tenant stated he has not check his mailbox recently, but can confirm that no documentary evidence has been received. The landlord's agent, E.K. stated that documentary evidence was served upon both the Residential Tenancy Branch and the Tenant via Canada Post Registered Mail. The tenant confirmed receipt of this package, but a review of the Residential Tenancy Branch database shows no entries for documentary evidence by the landlord, R.P.R.C. As such, I find

that the tenant and the landlord, A.U. has failed to properly serve the submitted documentary evidence as per Sections 88 and 89 of the Act. The tenant did not serve the landlords with the submitted documentary evidence wrongfully thinking that the parties could access this evidence online. The tenant's documentary evidence is excluded from consideration in this hearing for lack of service. I also find that the landlord's agent, E.S. by placing the submitted documentary evidence late in the tenant's mailbox the day before the scheduled hearing has also failed to properly serve the tenant. The tenant has stated that he did not check his mail recently and has not received any documentary evidence from this landlord. The evidence of the landlord, A.Y. is excluded from consideration in this hearing for lack of proper service. On the landlord's agent, E.K.'s documentary evidence submissions, I accept that the tenant was properly served via Canada Post Registered Mail as confirmed by the tenant. Although the Residential Tenancy Branch is not in possession of a Canada Post Registered Mail package, I reserve the right of both parties concerning this evidence for a finding during the hearing if a particular document is relied upon by either party.

Extensive discussions took place with all parties in which the tenant had clarified that he wished to remove the named landlord, D.G. from his application. The landlord's agent, E.S. confirmed that there were no issues with having his client removed from this application. The tenant also indicated that he wished to remove the named landlord, R.P.R.C. as he no longer wishes to proceed against this party.

Discussions continued regarding the tenant's monetary claim of \$26,400.00. The tenant seeks a monetary claim equal to 12 months of rent for his current tenancy with a new landlord. All parties were informed that the tenant could not seek compensation for a new tenancy when the Act specifically states that it can only be sought against the landlord or purchaser of the rental unit for which he received a 2 month notice.

Section 51 (2) of the Act states in part,

*(2) Subject to subsection (3), **the landlord or, if applicable, the purchaser who asked the landlord to give the notice** must pay the tenant, in addition to the amount payable under subsection (1), **an amount that is the equivalent of 12 times the monthly rent payable under the tenancy agreement** if*

*(a) steps have not been taken, within a reasonable period after the effective date of the notice, to accomplish the stated purpose for ending the tenancy, or*

*(b)the rental unit is not used for that stated purpose for at least 6 months' duration, beginning within a reasonable period after the effective date of the notice.*

The tenant clarified that he seeks compensation of 12 months of rent at \$2,240.00. It was clarified with the tenant as  $12 \text{ month} \times \$2,240.00 = \$26,880.00$  which exceeds the amount filed of \$26,400.00.

The tenant then clarified with the assistance of the landlord's agent, E.K. that monthly rent at the end of tenancy was \$2,210.00.  $12 \text{ months} @ \$2,210.00 = \$26,520.00$  which exceeds the amount filed of \$26,400.00. The tenant stated that he was unable to clarify or provide any details of this discrepancy in his application.

After 35 minutes past the start of the hearing time, the tenant's application was dismissed with leave to reapply. Leave to reapply is not an extension of any applicable limitation periods.

Discussions with all parties resulted in no issues being raised that the tenant's application be dismissed with leave to reapply due to the tenant being unable to provide sufficient details of his monetary claim to hear the dispute.

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 02, 2019

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Residential Tenancy Branch