



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC

Introduction

This hearing dealt with an Application for Dispute Resolution seeking an order to have the respondent comply with the *Residential Tenancy Act (Act)*, regulation or tenancy agreement.

The hearing was conducted via teleconference and was attended by the applicant, the respondent, and his wife.

At the outset of the hearing, I confirmed with the parties that the applicant had moved out of the rental unit. The applicant confirmed he moved out by July 12, 2021. I further clarified with the applicant that he was seeking an order to have the respondent comply with the *Act*, specifically with regard to enforcing a nullified notice to end tenancy; an illegal rent increase; increase in utility costs; an illegal late payment fee; and refusing to acknowledge a transfer of the tenancy with the purchase of the property.

The applicant submitted that he believed that he had applied to dispute the good faith of a Two Month Notice to End Tenancy for Landlord's Use of Property issued on March 29, 2021 by the former owner of the property at the request of the respondent in this claim. The applicant also sought to dispute the good faith of a second Two Month Notice issued on May 24, 2021 by the former owner of the property at the request of the respondent in this claim. The applicant submitted a copy of the second notice as evidence but did not submit an Application to Amend his application to include disputing this notice.

I advised the applicant that since the tenancy had already ended when he moved out of the rental unit, based on his Application for Dispute Resolution seeking an order to comply with the *Act*, regulation or tenancy agreement that there is nothing I could order to have the landlord comply with as there is no ongoing tenancy.

I acknowledge and understand that at the time the applicant submitted his application this issue may have been live and meaningful to the parties but since the tenancy has now ended, I find these issues are moot. I advised that this does not preclude the

applicant from seeking compensation for any losses he believes he has suffered as a result of this tenancy, including seeking compensation, as allowed under the *Act*, from the landlord for not using a rental property for the purpose that was stated in a Two Month Notice to End Tenancy for Landlord's Use. However, based on this application I find that the respondent was never put on notice that the applicant was seeking any form of compensation.

Following the principles of natural justice and administrative fairness requires that a party who seeks compensation from another party must provide notice of the claim and case against them. As the applicant has not identified a quantum for any monetary claim, I cannot issue a monetary award against the respondent to the applicant on this application.

I offered for the applicant to withdraw his application, but he did not do so. The applicant indicated he wanted to proceed because what the respondent had done was not right. I advised both parties, at this point, and repeatedly throughout the hearing that I would be dismissing the application because the order sought was moot.

However, I did allow both parties to provide oral submissions and address any evidence that had been submitted. The applicant presented his case and pointed me to specific and general pieces of his evidence. When it came time for the respondent to provide a response, I did remind the respondent that I would be dismissing the application and there really was not need for a response. The respondent did provide a limited response.

While this was not part of my reasoning to dismiss the application, I should note, as was pointed out by the respondent, that at the time the applicant submitted his application the respondent named was not the applicant's landlord. The parties confirmed that the respondent took possession of the rental unit on June 1, 2021 and the applicant's application when the previous owner of the residential property was still his landlord.

As such, even if the tenancy had continued and the merits of the application could have been considered the applicant had actually named incorrect respondents. Until June 1, 2021 the landlord/tenant relationship was between the applicant and his former landlord. The tenancy relationship between the applicant and the respondent did not begin until June 1, 2021.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order to have the landlord accept the transfer of the tenancy agreement from a previous landlord, pursuant to Sections 1 and 14 of the *Act*.

Conclusion

Based on the above, I dismiss this application in its entirety without leave to reapply.

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: September 21, 2021

Residential Tenancy Branch