



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MT, CNL, LRE, FFT

### Introduction

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

- more time to cancel a Notice to End Tenancy, pursuant to section 66;
- cancellation of the Two Month Notice to End Tenancy for Landlord's Use of Property, pursuant to section 49; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

The tenant, the landlord and the landlord's husband attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Both parties agree that the tenant served the landlord with the tenant's application for dispute resolution via registered mail. I find that the tenant's application for dispute resolution was served on the landlord in accordance with section 89 of the *Act*.

On June 29, 2021 the tenant filed an amendment pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order that the landlord's right to enter be suspended or restricted, pursuant to section 70.

The tenant testified that the amendment was not served on the landlord. I find that the amendment was not served on the landlord in accordance with section 88 of the *Act*. One of the principles of natural justice is that the respondent has notice of the claims made against them and has an opportunity to respond. As the tenant did not serve the amendment on the landlord and the landlord did not have notice of the claim, I decline

to hear the claim made in the amendment. The claim made in the amendment is dismissed with leave to reapply.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they are not recording this dispute resolution hearing.

Both parties confirmed their email addresses for service of this decision and order.

Both parties agree that this application for dispute resolution revolves around a Two Month Notice to End Tenancy for Landlord's Use of Property dated May 4, 2021 (the "Two Month Notice"). Both parties agree that in a letter dated June 25, 2021 the landlord cancelled the Two Month Notice, and that the landlord is not seeking to evict the tenant. Both parties agree that the landlord has sold the subject rental property and is no longer the tenant's landlord. I dismiss the remainder of the tenant's application for dispute resolution, without leave to reapply, because the issues raised in this application are no longer relevant. The issues are no longer relevant because the Two Month Notice was cancelled prior to today's hearing and because a landlord tenant relationship between the parties no longer exists.

10 clear days before this hearing the tenant entered into evidence handwritten submissions seeking monetary compensation from the landlord. The tenant testified that this package was sent to the landlord via regular mail. The landlord testified that this was not received. No proof of service documents were entered into evidence by the tenant. I find that the tenant has not proved that the package entered into evidence on September 13, 2021 was served on the landlord. In the hearing I informed the tenant that I would not hear her monetary claims as they are not properly before me because the tenant did not file an amendment and serve that amendment on the landlord within the timelines set out in Rule 4.6 of the Residential Tenancy Branch Rules of Procedure (the "Rules").

Section 4.2 of the Residential Tenancy Branch Rules of Procedure states that in circumstances that can reasonably be anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute Resolution was made, the application may be amended at the hearing. If an amendment to an application is sought at a hearing, an Amendment to an Application for Dispute Resolution need not be submitted or served.

I decline to amend the tenant's application in this hearing as I find that the tenant's claim for monetary damages could not reasonably have been anticipated by the landlord because the original claim made no claims for monetary damages other than the filing fee and none of the claims made are currently relevant. The tenant remains at leave to file an application for dispute resolution with the Residential Tenancy Branch for monetary claims against the landlord. Any such application and evidence must be served on the landlord in accordance with the *Act* and the Rules.

### Conclusion

The tenant's application for dispute resolution is dismissed without leave to reapply.

The tenant's amendment is dismissed with 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 27, 2021

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Residential Tenancy Branch