



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNL MNDCT OLC RP LRE AAT RR FFT

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) for the following:

1. To cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property (@ Month Notice)
2. For a monetary claim of \$16,600.00 for money owed or compensation for damage or loss under the Act
3. For an order directing the landlords to comply with the Act, regulation or tenancy agreement
4. For regular repairs to the unit, site or property
5. For an order to suspend or set limits on the landlords' right to enter the rental unit, site or property
6. For an order directing the landlords to allow access to the unit or site
7. For a rent reduction
8. To recover the cost of the filing fee

The tenant, and an agent for the tenant, MC (agent), and the landlords attended the teleconference hearing and were affirmed. The witness for the tenants did not testify during the hearing. The tenant confirmed that they did not serve the landlords with the Notice of Dispute Resolution Hearing dated August 31, 2021 (Notice of Hearing). The landlords testified that they only became aware of the hearing by an email reminder notification sent from the Residential Tenancy Branch (RTB).

Both parties have the right to a fair hearing. The landlords would not be aware of the hearing without having received the Notice of a Dispute Resolution Proceeding and application. Therefore, **I dismiss** the tenant's application, however I will now determine if any aspect of the tenant's claim should be dismissed with leave to reapply and will address that below.

### Preliminary and Procedural Matters

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the RTB Rules of Procedure (Rules) Rule 6.11. The parties were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the parties were informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the Act. Neither party had any questions about my direction pursuant to RTB Rule 6.11.

In addition, the parties confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision would be emailed to them.

### Issues to be Decided

1. Should any portion of the tenant's claim be dismissed with leave to reapply due to insufficient service?
2. Is the tenant entitled to the recovery of the filing fee under the Act?

### Background and Evidence

The landlords testified that they applied for an order of possession and for unpaid rent via a Direct Request proceeding and were granted both a two-day Order of Possession and a monetary order of \$4,000.00 for unpaid rent. The file number of that previous decision have been included on the style of cause for ease of reference (Previous Decision).

The Previous Decision confirms that the tenancy ended on **June 12, 2021**.

### Analysis

Given the above, I have reviewed the 2 Month Notice subject to this application before me and noted the effective vacancy date was August 1, 2021. As a result, I do not grant leave to reapply to dispute the 2 Month Notice as a finding has already been made that the tenancy ended on June 12, 2021 based on an undisputed 10 Day Notice with an order of possession granted. Further, I find that the tenancy did not end based on the 2

Month Notice as a tenancy cannot end twice and had already ended on June 12, 2021 based on the Previous Decision.

The landlords also testified that the tenant refused to vacate once served with the Order of Possession and as a result, the landlords applied for a Writ of Possession, which they were granted and that a bailiff were hired, and the bailiff forcibly removed the tenants and their belongings on September 23, 2021.

The landlords asked if they were able to make an application for costs related to the Writ and bailiffs, which I confirmed they could do under the Act.

Give the above, I grant the tenant **leave to reapply for their monetary claim only.**

The remainder of the tenant's claim is dismissed without leave to reapply due to a service issue and the fact that the tenancy ended on June 12, 2021, which was well before this hearing. I do not grant the filing fee due to a lack of service by the tenant.

### Conclusion

The tenant's application is dismissed without leave to reapply, with the exception of the monetary claim, which I grant liberty to reapply for the tenant. This decision does not extend any applicable time limits under the Act.

The filing fee is not granted due to a service issue. This decision will be emailed to both parties.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: October 1, 2021

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Residential Tenancy Branch