



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNL, RP, PSF, OLC, FFT**

Introduction

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

1. Cancellation of the Landlord's Two Month Notice to End Tenancy for Landlord's Use of Property (the "Two Month Notice") pursuant to Sections 49 and 62 of the Act;
2. An Order for repairs to the unit, I have contacted the Landlord in writing to make repairs but they have not been completed pursuant to Section 32 of the Act;
3. An Order for the Landlord to provide services or facilities required by the tenancy agreement or law pursuant to Section 62(3) of the Act;
4. An Order for the Landlord to comply with the Act, regulations, and tenancy agreement pursuant to Section 62(3) of the Act; and,
5. Recovery of the application filing fee pursuant to Section 72 of the Act.

The hearing was conducted via teleconference. The Landlord's Agent, GS, and the Tenant, TG, attended the hearing at the appointed date and time. Both parties were each given a full opportunity to be heard, to present affirmed testimony, to call witnesses, and make submissions.

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

Following introductory remarks, the Tenant advised that they accepted the Two Month Notice and moved out of the rental unit on April 26, 2022. The Tenant said after they

received the Two Month Notice and applied for dispute resolution, she received threatening texts that the Landlord would seek civil damages. It is the Tenants' right to be able to apply for dispute resolution during their tenancy. Despite moving out, the Tenant testified that they do not accept the reasons on the Two Month Notice, that the Landlord or the Landlord's spouse will occupy the unit, and believe the Landlord has ulterior motives to ending the tenancy.

The Landlord's Agent stated that she has visited the owner of the house at the rental unit. As this tenancy has ended based on the Two Month Notice served, I caution the Landlord to regard Section 51 of the Act regarding: **Tenant's compensation** after a Section 49 notice, which comes into play when the Landlord does not fulfil the stated purpose in their notice.

In a situation where a tenancy has ended, the Director has no authority to order that either party comply with the Act, regulations, or tenancy agreement. I find that this application does not disclose a dispute that may be determined under this part and I dismiss the application without leave to re-apply. Finally, as the Tenants were unsuccessful in their claim, they are not entitled to recovery of the application filing fee.

The parties may wish to discuss with an Information Officer at the RTB the options available to them moving forward in their matter. An Information Officer can be reached at:

5021 Kingsway
Burnaby, BC
Phone: 250-387-1602 / 1-800-665-8779
Website: <https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies>

Conclusion

As the tenancy ended on April 26, 2022, the Tenants' application is dismissed without leave to re-apply.

The Tenants must bear the cost of their own application filing fee.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: May 16, 2022

Residential Tenancy Branch