



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

**Dispute Codes**      CNR, MNDCT

### **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; and
- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46.

RS appeared as the respondent in this hearing. Both parties confirmed that the property was sold to JF, who was originally not named in the tenant's application. Both parties consented to amending the application to include JF as a respondent, who was not in attendance at the hearing.

The parties were clearly informed of the RTB Rules of Procedure Rule 6.11 which prohibits the parties from recording the dispute resolution hearing. The parties confirmed that they understood.

This hearing was originally set to deal with the tenant's application only, but it came to my attention during the hearing that the same parties had a second matter set for a hearing on May 30, 2022 at 9:30 a.m. to deal with the RS's application pertaining to this same tenancy for:

- an Order of Possession for landlord's pursuant to section 55; and
- authorization to recover the filing fee for this application, pursuant to section 72.

With the consent of RS and NK, both applications were dealt with today. Accordingly, the hearing scheduled for May 30, 2022 is cancelled, and attendance of either party is not required for that appearance.

The tenant testified that they were in the process of moving out, and confirmed that they would vacate the home by 4:00 p.m. on May 31, 2022. The tenant agreed that the owner JF may be provided with an Order of Possession for that date and time. Accordingly, JF will be provided an Order of Possession for that date, and the non-monetary portions of both applications were cancelled as the tenancy has come to an end.

RS applied to recover the filing fee for their application. The filing fee is a discretionary award issued by an Arbitrator usually after a hearing is held and the applicant is successful on the merits of the application. As I was not required to make a decision on the merits of this case, I find that the RS is not entitled to recover the \$100.00 filing fee paid for their application. RS must bear the cost of this filing fee.

### **Preliminary Issue—Tenant's Application for Monetary Compensation**

The tenant filed an application for a monetary claim in relation to a breach of a real estate transaction or contract involving their previous landlord RS.

Section 67 of the Act deals with applications for monetary losses:

#### **Director's orders: compensation for damage or loss**

**67** Without limiting the general authority in section 62 (3) [*director's authority respecting dispute resolution proceedings*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I find that the tenant's claims for monetary losses or money owed are not associated with the losses resulting from the landlord's non-compliance with the *Act*, regulations, or tenancy agreement. Accordingly, I decline to hear this matter as I find the underlying issue does not fall within the jurisdiction of the residential tenancy branch.

### **Conclusion**

As the tenant had agreed to move out on May 31, 2022, JF will be provided with an Order of Possession for May 31, 2022. Should the tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I decline to hear the tenant's application for monetary compensation as I have no jurisdiction to consider the tenant's monetary claims.

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: May 20, 2022

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Residential Tenancy Branch