



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL-4M, OLC, MNDC, FF

Introduction

This hearing convened to deal with the tenants' application for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act). The tenants initially applied on March 3, 2022, and completed their application on March 10, 2022, for an order cancelling a Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of a Rental Unit (4 Month Notice), an order requiring the landlords to comply with the Act, regulations, or tenancy agreement, compensation for a monetary loss or other money owed, and to recover the cost of the filing fee.

The tenants and landlords' support worker attended the teleconference hearing and at that time, preliminary and procedural issues were discussed. I determined these matters required consideration after reviewing the tenants' evidence.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary Issues and Procedural Matters-

Near the start of the hearing, the tenant confirmed that they vacated the rental unit on or about March 3, 2022. Additionally, the tenant confirmed that the landlords did not serve them with a 4 Month Notice to end the tenancy on the Residential Tenancy Branch (RTB) form, rather the tenant received a series of text messages from the landlord.

As a result, I find the tenants' application seeking cancellation of a 4 Month Notice is moot as the tenancy ended when they vacated the rental unit, as stated in section 44(1)(d) of the Act. Additionally, as the tenants were not served a Notice on the form

and content required under section 52 of the Act, I dismiss the tenants' application for cancellation of a 4 Month Notice, without leave to reapply.

As to the tenant's request for an order requiring the landlord to comply with the Act, regulations, or tenancy agreement, I find it is unnecessary to consider that issue as these matters as presented relate to an ongoing tenancy. As the tenancy has ended, I dismiss the tenants' claim for orders for the landlords, without leave to reapply.

As to the tenant's monetary claim, 2.3 of the RTB Rules of Procedure (Rules) authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the tenants indicated several matters of dispute on the application, the most urgent of which I have determined was their application to cancel a 4 Month Notice and the request for orders for the landlords' compliance. I find that the monetary claim is not sufficiently related to be determined during this proceeding. I therefore dismiss this portion of the tenants' application, with leave to re-apply.

Leave to reapply is not an extension of any applicable time limit.

As I did not consider the merits of the tenants' application, I dismiss the tenants' request for recovery of the filing fee, without leave to reapply.

I note that even if I had not dismissed the tenants' monetary claim for the reasons above, I would still dismiss the tenants' application for monetary compensation for failure to comply with section 59(2)(b) of the Act, which requires an applicant to provide full particulars of their claim.

Additionally, Rule 2.5 states that the applicant must submit a detailed calculation of any monetary claim being made and copies of all documentary and digital evidence to be relied on in the proceeding. The applicants are provided with instructions in the application package as to these evidence requirements and RTB staff are available to provide information to tenants and landlords.

Additionally, as the tenancy was ending on or about the time the tenants filed their application for dispute resolution, their request for a return of their security deposit was premature. Section 38 of the Act allows 15 days from the later of the date the tenancy ends or the tenants provide their written forwarding address to return the deposit or file an application claiming against the deposit.

Further, the tenants are reminded that the amount of monetary claims not related to compensation for notices to end a tenancy under section 49 of the Act is limited to \$35,000. Claims in excess of that amount are excluded from the jurisdiction of the RTB and must be decided in the Supreme Court of British Columbia.

Conclusion

The tenants' claims for cancellation of a 4 Month Notice and a request for an order for the landlords' compliance are dismissed, without leave to reapply, as no official Notice to end the tenancy was given and the tenancy has ended.

The tenants' monetary claim is dismissed with leave to reapply.

The tenants' request for recovery of the filing fee is dismissed, 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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: June 20, 2022

Residential Tenancy Branch