



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FFT

Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear an application regarding a tenancy. In this application for dispute resolution, the tenant applied on March 10, 2022 for:

- an order to cancel a One Month Notice to End Tenancy for Cause, dated February 26, 2022 (the One Month Notice); and
- the filing fee.

The parties were affirmed and made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The tenant testified she served the Notice of Dispute Resolution Proceeding (NDRP) and her evidence on the landlord in person on March 11, 2022, and served additional evidence in person in early April 2022. The landlord confirmed receiving the tenant's documents, and that he had not submitted or served responsive evidence.

Preliminary Matters

During the hearing, the tenant testified that she vacated the property in mid-March 2022 and no longer resides in the rental unit. Therefore, in accordance with section 62(4)(b), I dismiss the tenant's application for an order to cancel the One Month Notice as it is moot.

As the tenant vacated the rental unit prior to the hearing, I decline to award her the filing fee.

The landlord testified he has possession of the rental unit as of April 1, 2022, and is not seeking an order of possession.

The tenant stated that she was seeking monetary compensation. On the tenant's application, in the description of the reasons why the tenant is disputing the One Month Notice, the tenant states she wants to be financially compensated for her losses, and lists reasons why.

On page 6 of the application for dispute resolution, a tenant may select "I want compensation from the landlord for monetary loss under the Act, Regulations or tenancy agreement." The application prompts the tenant to enter the total dollar amount sought, and to "please describe the monetary loss(es)." The tenant did not check off the box to select this claim, and did not provide anywhere in her application an indication of the amount sought or describe her monetary losses.

The Residential Tenancy Branch's Rules of Procedure 2.2 and 6.2 state:

2.2 Identifying issues on the Application for Dispute Resolution The claim is limited to what is stated in the application. See also Rule 6.2 [*What will be considered at a dispute resolution hearing*].

. . .

6.2 What will be considered at a dispute resolution hearing The hearing is limited to matters claimed on the application unless the arbitrator allows a party to amend the application.

As the tenant did not apply for monetary compensation, I did not hear on the matter. The tenant is at liberty to apply for monetary compensation.

Conclusion

The tenant's claims are dismissed.

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: June 20, 2022

Residential Tenancy Branch