



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNETC, FFT

### Introduction

This hearing dealt with the tenant's application, filed on March 3, 2022, pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order of \$36,000.00 for compensation because the landlord ended the tenancy and has not complied with the *Act* or used the rental unit for the stated purpose, pursuant to section 51; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The landlord, the landlord's agent, and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 20 minutes from 1:30 p.m. to 1:50 p.m.

All hearing participants confirmed their names and spelling. The landlord's agent and the tenant provided their email addresses for me to send this decision to both parties after the hearing.

The landlord stated that his son, who is his agent, had permission to speak on his behalf at this hearing. He identified his agent as the primary speaker for the landlord at this hearing.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("Rules") does not permit recordings of any RTB hearings by any participants. At the outset of this hearing, all hearing participants separately affirmed, under oath, that they would not record this hearing.

I explained the hearing and settlement processes to both parties. They had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests. Both parties confirmed that they were ready to proceed with this hearing.

Both parties were provided with an opportunity to settle during this hearing and declined to do so. Both parties stated that they would contact each other after this hearing to discuss settlement.

The landlord's agent confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with section 89 of the *Act*, I find that the landlord was duly served with the tenant's application.

The tenant stated that he did not receive any evidence from the landlord. The landlord's agent stated that he did not serve the landlord's evidence to the tenant, and he only uploaded it to the RTB website on October 31, 2022, the date of this hearing. I informed the landlord's agent that I could not consider the landlord's evidence at this hearing or in my decision because it was not served to the tenant, as required, and it was not uploaded to the RTB website at least 7 days prior to this hearing, as per Rule 3.15 of the RTB *Rules*.

I informed the tenant that I did not receive a copy of a Two Month Notice to End Tenancy for Landlord's Use of Property ("2 Month Notice"), which is the basis of his application for 12 month rent compensation of \$36,000.00, pursuant to section 51 of the *Act*. The landlord's agent confirmed that the landlord did not receive a copy of the 2 Month Notice from the tenant either. The landlord's agent stated that the landlord did not issue a 2 Month Notice to the tenant, as he only purchased the rental unit from the previous landlord and owner.

I informed the tenant that neither the RTB, nor the landlord, received a copy of the 2 Month Notice that is the basis of the tenant's application for \$36,000.00. The tenant is not entitled to 12 month rent compensation if he did not receive a 2 Month Notice from the landlord. I could not examine the 2 Month Notice to determine whether it complies with section 52 of the *Act*. The landlord that appeared at this hearing, did not issue a 2 Month Notice to the tenant.

The tenant asked if he could provide the 2 Month Notice after this hearing. I informed him that he could not do so because he had ample time of almost 8 months from March 3, 2022, when he filed this application, to October 31, 2022, to provide the above

evidence and failed to do so. I notified him that the landlord would not have a chance to respond to the tenant's evidence after this hearing.

For the above reasons, I informed the tenant that his application to recover the \$100.00 filing fee, was dismissed without leave to reapply. I notified him that his application for a monetary order of \$36,000.00 was dismissed without leave to reapply. The tenant affirmed his understanding of same.

### Conclusion

The tenant's application to recover the \$100.00 filing fee is dismissed without leave to reapply.

The remainder of the tenant's application is dismissed with 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*.

Dated: October 31, 2022

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Residential Tenancy Branch