



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, DRI-ARI-C, OLC, FFT

Introduction

This hearing convened as a result of a Tenants' Application for Dispute Resolution, filed on September 29, 2022, wherein the Tenants requested the following relief:

- monetary compensation from the Landlord based on an illegal rent increase;
- an Order that the Landlord comply with the *Residential Tenancy Act*, *Residential Tenancy Regulation*, and/or residential tenancy agreement;
- recovery of the filing fee.

The hearing of the Tenants' Application was scheduled for 11:00 a.m. on November 25, 2022. Both parties called into the hearing.

At the outset of the hearing the Tenants confirmed they had vacated the rental property. The Tenants also confirmed did not pay any amounts pursuant to the illegal rent increase and were not in fact seeking reimbursement of those amounts. Similarly, they stated that the \$1,400.00 claimed for the last months' rent, which they identified on their application as relating to a breach of the contract in fact represented a free month's rent, alleging the Landlord should have issued a 2 Month Notice to End Tenancy for Landlord's Use. The Tenants also stated they sought to recover their security deposit now that they had moved from the rental unit.

As the tenancy has ended the Tenants' request for an Order that the Landlord comply with the *Residential Tenancy Act*, *Residential Tenancy Regulation*, and/or residential tenancy agreement was no longer relevant. I therefore dismiss this claim without leave to reapply.

The Tenants claims on their Application were not consistent with their submissions, nor did they receive a 2 Month Notice to End Tenancy for Landlord's Use, which may trigger payment of a free months' rent pursuant to section 51 of the *Act*.

Hearings before the Residential Tenancy Branch are conducted in accordance with the *Residential Tenancy Rules of Procedure*. Rule 2.2 provides that a claim is limited to what is stated on the application. The Tenants made submissions during the hearing which were inconsistent with the relief requested on their Application.

One of the principles of Natural Justice is that a party to a dispute has the right to know the claim against them so that they are afforded a reasonable opportunity to respond to the claim. In this case, the Tenants sought relief which was not clearly stated on their application such that it was not possible for the Landlords to have responded to the Tenants' oral submissions.

I therefore dismiss the Tenants' monetary claim with leave to reapply. The Tenants are reminded they must clearly set out their claims on their Application and must follow the *Rules of Procedure* in terms of timely delivery of any evidence in support of such claims.

Conclusion

The tenancy ended such that the Tenants' claim for an order that the Landlord comply with the *Act*, the *Regulations*, or the tenancy agreement was no longer relevant. This claim is dismissed without leave to reapply.

The Tenants' monetary claims were not clearly articulated in their application, and were not consistent with the relief sought by the Tenants in their oral submissions. These claims are dismissed with leave.

The parties are reminded that they must comply with the limitation period set forth in section 60 of the *Act* in terms of any future 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: November 30, 2022

Residential Tenancy Branch