



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## DECISION

Dispute Codes      CNC, CNL  
                                 OPC, FFL

### Introduction

This hearing dealt with an Application for Dispute Resolution that was filed by the Tenant (the Tenant's Application) on March 15, 2023, under the *Residential Tenancy Act* (the Act), seeking:

- Cancellation of a One Month Notice to End Tenancy for Cause (One Month Notice); and
- Cancellation of a Two Month Notice to End Tenancy for Landlord's Use of Property (Two Month Notice).

This hearing also dealt with an Application for Dispute Resolution that was filed by the Landlord (the Landlord's Application) on March 27, 2023, under the Act, seeking:

- Enforcement of the One Month Notice; and
- Recovery of the filing fee.

The hearing was convened by telephone conference call at 11:00 am on June 27, 2023, and was attended by the Tenant and the Landlord. All testimony provided was affirmed.

The parties were advised that interruptions and inappropriate behavior would not be permitted and could result in limitations on participation, such as being muted, or exclusion from the proceedings. The parties were asked to refrain from speaking over me and one another and to hold their questions and responses until it was their opportunity to speak. The parties were also advised that personal recordings of the proceedings are prohibited, and confirmed that they were not recording the proceedings.

The parties agreed that the Tenant has since vacated the rental unit. As a result, the Applications are both dismissed without leave to reapply.

During the hearing the Tenant wanted to seek monetary compensation from the Landlord for wrongful eviction, stress, and duress, among other things. I advised the Tenant that in their Application they only sought to cancel the One Month Notice and the Two Month Notice. Residential Tenancy Branch (Branch) records indicate that the Tenant advised the Branch in advance of the hearing that they wished to pursue monetary claims, and that on May 1, 2023, the Tenant was therefore emailed instructions on how to amend their Application to add monetary claims. No amendment was received from the Tenant seeking to add monetary claims to the Application before me for consideration, and no evidence regarding monetary claims was before me for consideration from the Tenant. I advised the Tenant that pursuant to rule 6.2 of the Rules of Procedure, the hearing is limited to matters claimed on the Application(s) unless the arbitrator allows a party to amend the application. I was not satisfied that the Landlord could reasonably have anticipated the monetary claims now sought by the Tenant at the hearing, and therefore declined to grant an amendment at the hearing without the need to serve the amendment of the Landlord, as allowable under the circumstances set out in rule 4.2 of the Rules of Procedure. As a result, and as no amendment was filed by the Tenant and served on the Landlord in advance of the hearing in accordance with rule 4 of the Rules of Procedure, the Application was not amended to deal with monetary claims from the Tenant. However, I advised the Tenant that they remain at liberty to file a monetary claim against the Landlord, should they wish to do so.

### Conclusion

The Applications are dismissed without leave to re-apply.

This decision is made on authority delegated to me by the Director of the Branch under Section 9.1(1) of the Act.

Dated: June 27, 2023

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Residential Tenancy Branch