

DECISION

Introduction

This hearing dealt with the tenant's two Applications for Dispute Resolution under the *Residential Tenancy Act* (the "Act")

In the first application, the Tenant applied for:

- cancellation of the landlord's Two Month Notice to End Tenancy for Landlord's Use of Property (the Two Month Notice) under section 49 of the Act
- a Monetary Order for the cost of emergency repairs to the rental unit under sections 33 and 67 of the Act
- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, under sections 27 and 65 of the Act
- authorization to recover the filing fee for this application from the landlord under section 72 of the Act

In the second application, the Tenant applied for:

- cancellation of the landlord's Two Month Notice to End Tenancy for Landlord's Use of Property (the Two Month Notice) under section 49 of the Act
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67 of the Act
- authorization to recover the filing fee for this application from the landlord under section 72 of the Act

AD, the Tenant attended the hearing for the Tenants.

TO, who purchased the rental property from the previous corporate landlord TH Ltd, attended the hearing with KK attending as their lawyer. AS appeared as agent for TH Ltd with RH appearing as their Lawyer. DV attended as agent for VPR, a company named as a respondent in the Tenant's first application.

Facts and Analysis

At the hearing, AD, KK, AS, and RS made requests regarding how the Tenant's multiple applications should be dealt with. However, I have made no specific findings as to these requests because I find that they are not relevant to the determinations I am required to make.

At the hearings, the parties were advised that the hearing would not proceed. The reasons for which the hearing did not proceed are set out below.

In the Tenant's first and second application, they applied for cancellation of the Landlord's Two Month Notice to End Tenancy for Landlord's Use of Property (the Two Month Notice) under section 49 of the Act.

However, the Tenant testified that they vacated the rental unit on the basis of the Two Month Notice prior to the scheduled hearing. On that basis, I find the Tenant's applications for cancellation of the Two Month Notice are moot because the tenancy has ended. Section 62(4)(b) of the Act states an application should be dismissed if the application or part of an application for dispute resolution does not disclose a dispute that may be determined under the Act. I exercise my authority under section 62(4)(b) of the Act to dismiss the tenant's two applications for cancellation of the Landlord's Two Month under section 49 of the Act.

In the Tenant's first application they applied for a Monetary Order for the cost of emergency repairs to the rental unit under sections 33 and 67 of the Act and a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act.

The Tenant added these claims to their Application by way of an #RTB-42T Tenant Request to Amend a Dispute Resolution Application Document (the "Amendment") document.

However, as the parties were informed at the hearing, these applications are being refused pursuant to section 59(5)(c) of the Act, because the applications do not include full particulars of the dispute that is to be the subject of the dispute resolution proceedings, as is required by section 59(2)(b) of the Act.

The objective of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) is to ensure a fair, efficient, and consistent process for resolving disputes for applicants and respondents.

Rule 2.5 of the RTB Rules of Procedures requires to the extent that it is possible, the applicant must submit a detailed calculation of the any monetary claim being made. In this case, I find that the Tenant has not provided a detailed calculation of the monetary claims being made and it is unclear to me the amount of monetary compensation that is being sought.

Based on the foregoing, I find that proceeding with the Tenant's application at this hearing would be prejudicial to the respondents, as the absence of particulars that set out the tenant's claim, makes it difficult, if not impossible, for the respondents to adequately prepare a response to the tenant's application.

Both parties have the right to a fair hearing and the respondents are entitled to know the full particulars of the claim made against them at the time the applicant submits their application in order to prepare a response.

Given the above, I dismiss the Tenants' applications for a Monetary Order for the cost of emergency repairs to the rental unit under sections 33 and 67 of the Act and a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act., with leave to reapply, as I have made no findings of fact or law with respect to these applications. Leave to reapply does not extend any applicable time limitation periods.

Finally, in the first application, the Tenant applied for an order to allow them to reduce rent for repairs, services or facilities agreed upon but not provided, under sections 27 and 65 of the Act. However, I find that this application relates to an ongoing tenancy. As this tenancy is over, I find the application is moot. I exercise my authority under section 62(4)(b) of the Act to dismiss the tenant's application for an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, under sections 27 and 65 of the Act without leave to reapply.

In the second application, the Tenant applied for a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67 of the Act.

The Tenant's monetary claim is \$25,000.00. The Tenant's application states: "statutory claim under ss. 51(2) and compensation for damage or loss that results from the termination of tenancy."

Section 51 of the Act relates to a section 49 Two Month Notice to End Tenancy. The undisputed evidence before me in this case is that on May 23, 2023, the landlord issued the tenant a Two Month Notice, pursuant to section 49 of the Act, with an

effective move-out date of May 23, 2023. The Tenant moved out prior to the effective date of the Two Month Notice. The Tenant submitted a copy of the Two Month Notice into evidence.

The Two Month Notice indicates it was issued because:

- The rental unit will be occupied by the landlord or the landlord's close family member (parent, spouse or child; or the parent or child of the individual's spouse).
- All of the of the conditions for sale of the rental unit have been satisfied and the purchaser has asked the landlord, in writing, to give this Notice because the purchaser or a close family member intends in good faith to occupy the rental unit.

Section 51(2) of the Act provides that if the landlord, or, if applicable, the purchaser who asked the landlord to give the notice, does not establish that the stated purpose for ending the tenancy was accomplished within a reasonable period after the effective date of the notice, and, the rental unit was used for that stated purpose for at least 6 months' duration, beginning within a reasonable period after the effective date of the notice, the tenant is entitled to compensation equivalent of 12 months' rent under the tenancy agreement.

As previously stated, the effective date of the Two Month Notice is July 31, 2023. I make no determination as to what a reasonable period from the effective date of the Notice would be in these circumstances. However, the landlord or if applicable, the purchaser who asked the landlord to give the notice has 6 months beginning within a reasonable period from that date to use the rental unit for the stated purpose. I find that because at least six months has not elapsed since the effective date of the Two Month Notice, I am unable to determine whether or not the stated purpose for ending the tenancy was accomplished within a reasonable period after the effective date of the notice, and, the rental unit was used for that stated purpose for at least 6 months' duration, beginning within a reasonable period after the effective date of the notice which is what I must determine.

As the Tenant made their application for monetary compensation under section 51 of the Act on June 13, 2023, prior to the effective date of the Two Month Notice, I find their application was premature when it was made.

For the above reasons, the Tenant's application for a Monetary Order for compensation under section 51 of the Act is dismissed, with leave to reapply. I make no findings on the merits of the matter. Leave to reapply is not an extension of any applicable limitation period.

In both the first and second application, the Tenant applied for authorization to recover the filing fee for this application under section 72 of the Act. However, as the Tenant was not successful in their applications, I find that the Tenant is not entitled to recover the filing fees paid for these applications.

As I have not considered the merits of any of the Tenant's applications, I make no finding as to whether the correct parties have been named on either application.

Conclusion

The Tenant's applications for cancellation of the landlord's Two Month Notice are dismissed without leave to reapply.

The Tenant's application for a Monetary Order for the cost of emergency repairs to the rental unit is dismissed with leave to reapply.

The Tenant's application for a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement is dismissed with leave to reapply.

The Tenant's application for order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided is dismissed without leave to reapply.

The Tenant's application for a monetary order for compensation pursuant to section 51 of the Act is dismissed with leave to reapply.

The Tenant's applications for recovery of the filing fees paid for both applications is dismissed without leave to reapply.

Leave to reapply is not an extension of any applicable limitation period.

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: September 13, 2023

Residential Tenancy Branch