



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes

**CNC, MNDCT, DRI, FFT**

### Introduction

This hearing dealt with an application by the tenant pursuant to the Residential Tenancy Act (“Act”) for orders as follows:

- cancellation of the landlords’ One Month Notice to End Tenancy for Cause (“One Month Notice”) pursuant to section 47
- for a monetary order for damage or compensation pursuant to section 67
- cancellation of a rent increase pursuant to section 41
- reimbursement of the filing fee pursuant to section 72

Both parties attended the hearing with the landlord HM attending along with agent JN while the tenant DR appeared for himself. All parties were given a full opportunity to be heard, to present testimony, to make submissions, and to call witnesses.

Both parties confirmed they were not recording the hearing pursuant to Rule of Procedure 6.11. The parties were affirmed.

The tenant confirmed receipt of the One Month Notice dated August 9, 2022. Pursuant to section 88 of the Act the tenant is found to have been served with this notice in accordance with the Act.

The parties each testified that they received the respective materials and based on their testimonies I find each party duly served in accordance with sections 88 and 89 of the Act.

### Preliminary Issue

Rule 2.3 of the RTB Rules of Procedure states that “Claims made in the application must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.” This is also necessary to ensure an efficient dispute resolution process in which hearings are limited to one hour.

The tenants applied for an order for compensation and an order cancelling an illegal rent increase. These issues are not related to the dispute of the One Month Notice and is therefore severed pursuant to Rule 2.3 of the RTB Rules of Procedure. The tenants have leave to reapply on this issue. This decision does not extend any time limits set out in the Act.

### Issue(s) to be Decided

1. Is the One Month Notice valid and enforceable against the tenant?
2. Is the tenant entitled to recover the filing fee for this application?

### Background and Evidence

There is no written tenancy agreement and both parties were vague on the date the tenancy commenced. The tenant initially rented a barn from the landlords for storage space, in 2018, and at the beginning of 2019 the tenant received permission from the landlord to park his RV on the property and to use it as his main living accommodation. Initial rent for the storage space was \$800.00 per month and the landlord increased the rent to \$1,500.00 per month once the RV was moved onto the property and a tenancy was established. Rent was due on the first of each month. The landlord took an initial security deposit of \$400.00 but that deposit was taken in relation to the storage space. No deposit was paid specific to the RV.

The tenant owned the RV and was just renting land. He did not share a kitchen or bathroom facilities with the landlord.

The parties advised me well into the hearing that the tenant no longer occupied the rental property and does not wish to return.

### Analysis

It was agreed that the One Month Notice was no longer in issue as the tenancy ended. The parties were unable to specify an exact date the tenancy ended.

As the tenancy ended, the tenant's application disputing the One Month Notice is dismissed, and the landlord did not request an order of possession under section 55(2).

As the application was dismissed the tenant is not entitled to recover the filing fee.

### Conclusion

The tenant's application is dismissed. An order of possession will not be granted.

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: December 14, 2022

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Residential Tenancy Branch