



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes OLC

Introduction

This hearing dealt with the tenant's application, filed on October 19, 2022, pursuant to the *Residential Tenancy Act* ("Act") for:

- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62.

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 11 minutes from 11:00 a.m. to 11:11 a.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 this hearing.

The landlord's agent confirmed that she is a property manager. The landlord confirmed that he is a resident manager. The landlord confirmed that he does not own the rental unit. The landlord and the landlord's agent confirmed that they had permission to represent the owner of the rental unit. The landlord's agent provided the name of a company that owns the rental unit. She provided the rental unit address. She identified herself 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 affirmed, under oath, that they would not record this hearing.

I explained the hearing process to both parties. They had an opportunity to ask questions. They did not make any accommodation requests. The landlord did not make any adjournment requests.

The landlord's agent confirmed receipt of the tenant's application for dispute resolution and notice of hearing. The tenant confirmed receipt of the landlord's evidence. In accordance with sections 88 and 89 of the *Act*, I find that the landlord was duly served with the tenant's application and notice of hearing and the tenant was duly served with the landlord's evidence.

Preliminary Issue – Dismissal of Tenant's Application

At the outset of this hearing, the tenant affirmed that he moved out of the rental unit on December 16, 2021, over one year prior to this hearing on March 3, 2023.

I informed the tenant that his application was dismissed without leave to reapply. I notified him that the claim in his application relates to an ongoing tenancy only and he moved out. When I informed him of my decision, the tenant became very upset, argued with me, interrupted me, and spoke at the same time as me. I repeatedly answered the same questions from the tenant and explained my decision repeatedly to him.

The tenant asked for an adjournment to provide more evidence regarding his application. I informed the tenant that no adjournment would be granted, since no further evidence was required, he moved out, and his application was dismissed without leave to reapply. I did not consider either party's evidence or make a decision on the merits of this application.

The tenant stated that he was unable to find an advocate to represent him at this hearing. I informed him that he had ample time to do so, since he filed his application on October 19, 2022, and this hearing occurred on March 3, 2023, almost 4.5 months later. However, I did not consider either party's evidence or make a decision on the merits of this application, at this hearing.

Preliminary Issue – Amendments of Tenant's Application

The tenant claimed that he wanted monetary compensation from the landlord related to storage costs. I informed him that he did not apply for a monetary claim in this application, so I could not make a decision about it. The tenant did not amend his application by filing an amendment form prior to this hearing and did not ask for an amendment at this hearing.

The tenant did not name the owner as a landlord-respondent party in this application. The landlord is not the owner of the rental unit, but a landlord company is. The tenant did not amend his application by filing an amendment form prior to this hearing and did not ask for an amendment at this hearing.

I informed the tenant that he is not named as a tenant in the tenancy agreement that he provided for this hearing, he is only named as an occupant. Only one tenant, JM, is named as a tenant in the tenancy agreement. I notified him that he wrote that tenant JM was deceased, in the tenancy agreement. I cautioned the tenant about proving standing to file an application as a tenant, if he intended to file a future RTB application for monetary compensation against the landlord, as he claimed he did.

Conclusion

The tenant's application is dismissed without 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: March 03, 2023

Residential Tenancy Branch