



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC RP AS RR FF

Introduction

This hearing dealt with an application by the tenants for an order that the landlord comply with the Act, as well as for repair orders, an order allowing the tenant to sublet or assign the lease, and an order for a reduction in rent. Three tenants and both landlords participated in the teleconference hearing.

At the outset of the hearing, the tenants acknowledged that on December 1, 2012 they gave the landlord written notice that they would be vacating the rental unit by December 31, 2012. I informed the tenants that most of the orders they sought, if not all, would be redundant because the tenancy was ending. The tenants agreed, and sought only to pursue recovery of the \$50 filing fee for the cost of their application.

I received late evidence from the landlord after the teleconference hearing concluded. I did not admit or consider that evidence.

Issue(s) to be Decided

Are the tenants entitled to recovery of their filing fee?

Background and Evidence

The tenants stated that they should be entitled to recover their filing fee, as they have been complying with the Act, and the landlord has not. The tenants have asked the landlord several times to provide a copy of the tenancy agreement, as required under the Act, but the landlord never provided a copy, and he became quite hostile toward the tenants.

The landlord stated that the tenants should not be entitled to recover their filing fee, because they've gone about the process all wrong. The landlord did serve the tenants with a copy of the tenancy agreement, and they did repairs. The tenants ought to have discussed the issues with the landlord rather than file for dispute resolution. The

landlord no longer has a copy of the tenancy agreement and cannot provide another copy to the tenants.

Analysis

I have considered the submissions of the parties, and I find that the tenants are not entitled to recovery of the filing fee for the cost of their application. It is not clear whether the landlord did or did not provide the tenant with a copy of the tenancy agreement, and the landlord now cannot comply with that portion of the Act, as he no longer possesses a copy of the agreement. The tenants did not provide sufficient evidence to establish that they could not have resolved this matter with the landlord except through applying for dispute resolution.

Conclusion

The application of the tenants is dismissed.

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 10, 2012.

Residential Tenancy Branch