



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP, FF

Introduction

This hearing was convened by way of a telephone conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenants for repairs to the rental unit, site or property and to recover the filing fee for the cost of making the Application.

One of the Tenants appeared for the hearing and provided affirmed testimony during the hearing and documentary evidence in advance of the hearing. The male Landlord appeared for the hearing and the female Landlord appeared twice during the hearing on a separate line whilst driving a vehicle; however the background noise from the female Landlord’s vehicle was so loud that the parties were unable to effectively communicate and the proceedings could not continue. The female Landlord was asked to exit the call so that the hearing could continue which she did. A party to a hearing is required to be in a quiet place for legal proceedings convened in this manner. The male Landlord consented to the continuation of the hearing as he was also representing the female Landlord who in turn exited the call.

The call continued with the Tenant and the male Landlord. No issues in relation to the service of the Notice of Hearing documents, a copy of the Application and the Tenants’ evidence were raised by any of the parties.

At the start of the hearing the Tenant stated that in the interim time of making this Application she had moved out of the rental suite and the Landlord had returned the Tenants’ security deposit. As a result, I determined that there was no need for me to deal with the Tenant’s Application to make repairs to the rental suite as the tenancy had ended and the Tenant had moved out.

However, the Tenant stated that she wanted monetary compensation for the lack of repairs that the Landlord had not done during the short tenancy. However, the Tenant had not made a monetary claim against the Landlord for this on the Application and I

determined that the Landlords had not been put on sufficient notice regarding a monetary claim and the exact amount the Tenant was seeking that would allow the Landlords to respond accordingly. The Landlord claimed that the Tenant had left the tenancy without proper notice under the Residential Tenancy Act.

The parties are at liberty to make a new Application for monetary compensation regarding issues with the tenancy and both parties are encouraged to seek information about the process from an Information Officer or the Residential Tenancy Branch website, the details of which are provided on the next page.

Conclusion

For the above reasons, I dismissed the Tenant's Application.

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 27, 2014

Residential Tenancy Branch

