



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNQ, LRE, DRI, FF

Introduction

This hearing was convened in response to an application by the Tenants pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 49
2. An Order restricting the Landlord’s entry into the unit - Section 70;
3. An Order in relation to a rent increase - Section 43; and
4. An Order to recover the filing fee for this application - Section 72.

The Landlord’s Agent (the “Landlord”) and Tenants were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Are the Tenants entitled to the orders claimed?

Background and Evidence

The tenancy started in 2013 when the Tenant BK sold the house to the Landlord and became a Tenant in the house. Rent of \$1,000.00 was payable on the first day of each month. No security deposit was collected.

The Tenant states that on January 1, 2018 the Landlord verbally increased the rent to \$1,400.00 effective immediately. The Tenant states that they then agreed to pay an increase to \$1,100.00 and did pay this amount to the Landlord for January and February

2018. The Tenant states that they are not disputing this rent paid. The Tenant states that they never paid the requested \$1,400.00.

The Tenants state that they were removed by a bailiff from the unit on May 19, 2018 without having been served with any documents. The Landlord states that in a Decision dated April 27, 2018 the Landlord was granted an order of possession, that the Tenants were served with the order of possession, and that as the Tenants did not move out of the unit the Landlord obtained a Writ of Possession and had the Tenants removed by a bailiff.

The Tenants confirm that they are not claiming any monetary amount from the Landlord. The Tenant indicates that they are only concerned with the eviction of the Tenants by the bailiff and the loss of their belongings. The Landlord confirms that the Landlord's claims for unpaid rent for March and April 2018 were dismissed in the Decision dated April 27, 2018.

Analysis

Section 62(4) of the Act provides that an application for dispute resolution may be dismissed entirely or in part if there are no reasonable grounds for the application or part. Given the undisputed evidence that the Tenants are no longer in possession of the unit I find that the matters of the notice to end tenancy and the landlord's entry to the unit are no longer relevant as the tenancy has ended and I dismiss these claims. As the Tenants are not seeking any monetary compensation, as the claim in relation to the rent increase did not include any monetary claim for compensation, as the tenancy has ended, and no rent increase to \$1,400.00 was ever paid by the Tenants, I find that there are no reasonable grounds for the dispute of the rent increase. As none of the Tenants' claims were successful I find that the Tenants are not entitled to recovery of the filing fee and in effect the application for dispute resolution is dismissed in its entirety.

If the Landlord breached the Act in relation to the removal of the Tenants or the Tenants' belongings from the rental unit, the Tenants remain at liberty to make an application for dispute resolution in relation to the removal.

Conclusion

The application 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: May 31, 2018

Residential Tenancy Branch