



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, RP, FFT

Introduction

On January 11, 2019, the Tenant applied for a Dispute Resolution proceeding seeking an Order for the Landlord to comply pursuant to Section 62 of the *Residential Tenancy Act* (the “Act”), seeking a Repair Order pursuant to Section 32 of the *Act*, and seeking recovery of the filing fee pursuant to Section 72 of the *Act*.

The Tenant and both Landlords attended the hearing. All parties provided a solemn affirmation.

The Tenant advised that she served the Landlords with the Notice of Hearing package by hand on January 12, 2019 and the Landlords confirmed that they received this. Based on this undisputed testimony, I am satisfied that the Landlords were served with the Notice of Hearing package.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Tenant entitled to an Order for the Landlord to comply?
- Is the Tenant entitled to a repair order?
- Is the Tenant entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on June 1, 2017 and ended when the Tenant vacated the rental unit on January 21, 2019. Rent was established at \$1,600.00 per month, due on the first day of each month. The Tenant paid a security deposit of \$800.00 and a pet damage deposit of \$200.00 as well.

Analysis

With respect to the Tenant's Application, as the Tenant has vacated the rental unit prior to the hearing, the Tenant's claims are a moot point. Therefore, an Order to comply and a repair order are not necessary to be considered or granted, and I dismiss these claims without leave to reapply.

As the Tenant was unsuccessful in her Application, I find that she is not entitled to recover the \$100.00 filing fee paid for this Application.

Conclusion

I dismiss the Tenant's Application for Dispute Resolution 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: February 28, 2019

Residential Tenancy Branch