



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **FFT OLC**

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the "Act") for:

- Authorization to recover the filing fees from the landlord pursuant to section 72; and
- An order for the landlord to comply with the Act, Regulations and/or tenancy agreement pursuant to section 62.

The tenant GD ("tenant") attended the hearing, as did the landlord, JB ("landlord"). Also in attendance was the landlord's realtor, CR, named as a respondent in this case ("realtor"). As all parties were in attendance, service of documents was confirmed. The landlord and the realtor acknowledged receipt of the tenant's original application for dispute resolution and evidence. The realtor acknowledged receipt of the tenant's amendment to an application for dispute resolution filed on July 19, 2019, however the landlord does not. The tenant testified he served the amendment to the landlord by registered mail on July 19, 2019 and provided a Canada Post tracking number which is listed on the cover page of this decision. In accordance with sections 88 and 90, I deem the amendment served on July 24, 2019, five days after being sent by registered mail.

Issue(s) to be Decided

Is the tenant entitled to an order for the landlord to comply with the Act?

Background and Evidence

The tenant testified that he filed his application for dispute resolution on June 25, 2019 and moved out of the rental unit on July 15, 2019. He and the realtor performed a condition inspection on July 16, 2019. The nature of his application is for the landlord to return his security deposit and for monetary compensation, not for the landlord to comply with the Act.

The landlord testified the tenant owes him compensation for unpaid rent and that the tenant did not provide him with notice to end the tenancy. The landlord further testified that he has not been provided with the tenant's forwarding address. During the hearing, the tenant read his address into the record and the landlord took note of it.

Analysis

Section 62(4) of the *Act* state the director may dismiss all or part of an application for dispute resolution if there are no reasonable grounds for the application or part, the application or part does not disclose a dispute that may be determined under this Part, or the application or part is frivolous or an abuse of the dispute resolution process.

The tenant testified he moved out of the rental unit on July 15, 2019. As such, the tenant's application for the landlord to comply with the *Act* in accordance with section 62 does not disclose a dispute that may be determined under Part 5 of the *Act*, Resolving Disputes. The tenant's application is dismissed.

The landlord testified he did not have the tenant's forwarding address which was read into the record by the tenant during today's hearing. The landlord wrote down the tenant's forwarding address and I am satisfied it has been sufficiently provided to him in accordance with section 71 of the *Act*. I deem the date of service of the tenant's forwarding address to be today's date, August 12, 2019. I caution the parties that section 38 of the *Act* requires the landlord to repay any security deposit or pet damage deposit to the tenant or make an application for dispute resolution claiming against the security deposit or pet damage deposit within 15 days of today's date.

Conclusion

The tenant's application is dismissed pursuant to section 62 as it does not disclose a dispute that may be determined under Part 5 of the *Act*.

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: August 12, 2019

Residential Tenancy Branch