



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1162538 B.C. Ltd and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes **FFT, RP, OLC**

Introduction

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

- Authorization to recover the filing fees from the landlord pursuant to section 72;
- An order for regular repairs to be done to the rental unit pursuant to section 32; and
- An order for the landlord to comply with the Act, Regulations and/or tenancy agreement pursuant to section 62.

Both of the tenants attended the hearing. The landlord did not attend the hearing, although I left the teleconference hearing connection open until 9:45 a.m. in order to enable the landlord to call into this teleconference hearing scheduled for 9:30 a.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Dispute Resolution Proceeding. I also confirmed from the teleconference system that the tenants and I were the only ones who had called into this teleconference.

As only the tenants attended the hearing, I asked the tenants to confirm that they had served the landlord with the Notice of Dispute Resolution Proceeding for this hearing. The tenants testified that they had served the landlord with the notice of this hearing and their evidence by Canada Post registered mail on December 21, 2019 and referred me to the Canada Post registered mail receipt with tracking number. I have noted the registered mail tracking number on the cover sheet of this decision. With the agreement of the tenants, I accessed the Canada Post website to confirm that the tenant's notice of this hearing was delivered. I find that the landlord was served with the documents required for this hearing in accordance with sections 88 and 89 of the Act.

Issue(s) to be Decided

Are the tenants entitled to:

- Authorization to recover the filing fees from the landlord pursuant to section 72;
- An order for regular repairs to be done to the rental unit pursuant to section 32; and
- An order for the landlord to comply with the *Act*, Regulations and/or tenancy agreement pursuant to section 62?

Preliminary Issue

At the commencement of the hearing, the tenants testified that they had vacated the rental unit on January 31, 2020. I note in the tenants' evidence a mutual agreement to end a tenancy for January 31, 2020 was signed by the parties.

Section 62 of the *Act* is reprinted below:

62 Director's authority respecting dispute resolution proceedings

- 1) The director has authority to determine
 - a) disputes in relation to which the director has accepted an application for dispute resolution, and
 - b) any matters related to that dispute that arise under this *Act* or a tenancy agreement.
- 2) The director may make any finding of fact or law that is necessary or incidental to making a decision or an order under this *Act*.
- 3) The director may make any order necessary to give effect to the rights, obligations and prohibitions under this *Act*, including an order that a landlord or tenant comply with this *Act*, the regulations or a tenancy agreement and an order that this *Act* applies.
- 4) The director may dismiss all or part of an application for dispute resolution if**
 - a) there are no reasonable grounds for the application or part,**
 - b) the application or part does not disclose a dispute that may be determined under this Part, or
 - c) the application or part is frivolous or an abuse of the dispute resolution process.
- 5) [Repealed 2006-35-86.]

I find the tenancy ended on January 31, 2020 in accordance with the agreement signed by the parties. As the tenancy has ended, there is no longer a landlord/tenant relationship between the applicants and the respondent. As such, there are no reasonable grounds for the application and pursuant to section 62(4) of the Residential Tenancy *Act*, I dismiss the tenants' application for repairs to be made to the rental unit and for the landlord to comply with the *Act*.

The tenants advised that the nature of their claim is actually for monetary compensation from the landlord and to have their security deposit returned to them. I advised the tenants that the claim is limited to what is stated on the application pursuant to Rule 2.2 of the Residential Tenancy Branch Rules of Procedure and that they were required to file an application for that relief should they wish to proceed. The merits of that claim were not examined.

In the application before me, the tenants seek to recover the filing fee from the landlord. As the tenants were not successful in their claim and because the landlord has not been found to have breached any section of the *Act*, I find the landlord should not be held responsible for paying the tenants' filing fee. This portion of the application is dismissed.

Conclusion

The application is dismissed 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 24, 2020

Residential Tenancy Branch