



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, MNRT, DRI, FFT

Introduction

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

1. A Monetary Order for compensation - Section 67; and
2. A Monetary Order for the cost of emergency repairs - Section 67;
3. An Order in relation to a disputed rent increase - Section 43; and
4. An Order to recover the filing fee for this application - Section 72.

The Interim Decision dated May 13, 2020 adjourned the original hearing held on May 12, 2020 and provided the Parties with notice of the reconvened hearing scheduled to start at 11:00 a.m. on June 12, 2020. The Landlord attended the reconvened hearing appearing at the start time and the hearing lasted 12 minutes. The Tenants did not appear at the reconvened hearing.

Issue(s) to be Decided

Are the Tenants entitled to the monetary amounts claimed?

Background and Evidence

At the original hearing the Tenants confirmed that they were seeking \$20,000.00 for breach of quiet enjoyment and breach of privacy, \$1,207.00 for compensation for repairs done or paid for by the Tenants and \$11,500.00 in compensation for rent increases not in compliance with the Act. At the original hearing the Parties gave

undisputed evidence of rent increases given without use of the required form and in amounts greater than allowed under the Act and Regulations. The Tenants then gave evidence for their monetary claims of \$1,207.00 in relation to repairs done by the Tenant however the Landlord was not able to conclude its presentation of evidence on these claims nor was the Tenant able to provide a response to the Landlord's evidence on these claims as the hearing time ended. The Tenants did not present their evidence in relation to its claim for \$20,000.00 at the original hearing.

Analysis

Section 62(4) of the Act provides that 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.

As the Tenants did not attend the reconvened hearing to present evidence for its claim for \$20,000.00, I find that the Tenant did not provide evidence of reasonable grounds for this claim and I dismiss this claim. As the Tenants did not attend the reconvened hearing to present final evidence on its repair costs claims of \$1,207.00 and as the Landlord was prepared at the reconvened hearing to give its evidence to rebut this claim I find the Tenants did not provide sufficient evidence of reasonable grounds for this claim and I dismiss this claim. As the Tenants did not attend the reconvened hearing to conclude its claims, I dismiss the claim for recovery of the filing fee.

Although the Tenants did not attend the reconvened hearing, as the Parties each were able to present undisputed evidence on the claim in relation to the rent increases at the original hearing, I find that there are reasonable grounds for this part of the application.

I therefore dismiss this claim with leave to reapply. Leave to re-apply is not an extension of any applicable limitation period.

Conclusion

The Tenants' claims for monetary amounts of \$1,207.00 and \$20,000.00 and for the recovery of the filing fee is dismissed.

The Tenants' claim for \$11,550.00 is dismissed with 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 Act.

Dated: June 17, 2020

Residential Tenancy Branch