



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDCT, MNRT, FFT

Introduction

The tenants filed an Application for Dispute Resolution (the “Application”) on February 25, 2020 seeking a monetary order for: compensation of the security or pet damage deposits; compensation for monetary loss or money owed; and compensation for emergency repairs made during the tenancy. They also seek an order granting recovery of the Application filing fee. The matter proceeded by way of a hearing pursuant to section 74(2) of the *Act* (the “*Act*”) on June 12, 2020. In the conference call hearing I explained the process and offered the attending party the opportunity to ask questions.

The tenants attended the hearing and I provided them the opportunity to present oral testimony and make submissions in the hearing. The landlord did not attend the hearing.

To proceed with this hearing, I must be satisfied that the tenant made reasonable attempts to serve the landlord with the Notice of Dispute Resolution for this hearing. This means the tenant must provide proof that the document has been served using a method allowed under section 89 of the *Act*, and I must accept that evidence.

The tenants presented that this claim for monetary compensation is tied to other files involved in the same dispute between themselves and the landlord. That matter, involving applications of both the landlord and the tenants, was adjourned at the time of the hearing in this file. The tenants advised that they served the landlord notice of this hearing, including conference call information, via email after they applied. Given the other ongoing matters in a separate hearing process, I am satisfied that email is an established channel of communication between the parties.

Based on the information given by the tenants at the start of this hearing, I accept that they served the notice of this hearing in a manner complying with section 89(1)(c) of the *Act*. The hearing thus proceeded in the landlord's absence.

Preliminary Matters

The tenants stated that they are not able to make a claim for compensation to the "original file". Prior to this hearing on June 12, 2020 there were other hearings underway for the landlord's entitlement to retain the security deposit for recovery of monetary loss. The tenants have two other applications running in conjunction with that matter, one of which concerns the return of the security deposit to them. This is the "original file". That application was adjourned at the time of this hearing, and they are not to submit additional material to that hearing file.

They stated they are submitting this claim for the return of their security deposit in direct response to the landlord's monetary claim from the other hearing. On the Application form, they provided specific pieces of their response to that issue. These concern rental unit repairs and cleaning. The tenants did not provide the landlord's documents from the other hearing that they are responding to here.

These matters concern the subject matter of another hearing directly. The subject of that hearing concerns the landlord's application to keep the security deposit as compensation for monetary loss and recovery of money for unpaid rent. A decision on the dispensation of the security deposit amount will be made in the other hearing; therefore, I amend the Application here to exclude the portion of the claim related to the security deposit.

Issue(s) to be Decided

Are the tenants entitled to compensation for the cost of emergency repairs they made during the tenancy, pursuant to section 33 of the *Act*?

Are the tenants entitled to a monetary order for loss or compensation pursuant to section 51 and 67 of the *Act*?

Are the tenants entitled to recover the filing fee for this application pursuant to section 72 of the *Act*?

Background and Evidence

A copy of the tenancy agreement appears in the evidence of another dispute resolution file. The tenant provided the number of this file on their Application. The tenants and landlord entered the agreement for a tenancy starting on October 1, 2016. At the start of the agreement the rent amount was \$4,100.00. The tenants paid a security deposit prior to the tenancy in the amount of \$2,050.00.

The tenants are applying for compensation of emergency repair costs. The amount requested on their Application is \$1.00. On this part of the Application, they provided the separate hearing file number. They did not provide documentary evidence and did not speak to the matter of emergency repairs in this hearing.

The tenants are claiming reimbursement for the out-of-pocket expenses for preparing and filing for the other hearing with the landlord. This amounts to \$307.64. They did provide receipts showing the same for preparation of materials and travel to/from the venue in which documents for dispute resolution are filed. This is in order to dispute a monetary claim from the landlord in another hearing.

Analysis

The tenants did not provide information or evidence for their claim for compensation of emergency repairs. The amount of \$1.00 is not clarified; therefore, I give this matter no consideration and dismiss this portion of the tenants' claim.

The *Act* provides for monetary compensation to a tenant for loss or damage. There are no provisions for preparation of materials for a hearing, or costs incurred in providing materials for application, or the sending of those materials to other parties. That cost is borne by an applicant or respondent to a hearing exclusively. There are no provisions for recovery of the other costs associated with preparing hearing materials, gathering evidence, or serving hearing documents; therefore, I dismiss this portion of the tenants' claim for compensation.

The *Act* section 72(1) provides that an Arbitrator may award one party recovery of the filing fee from the other party. As the tenants are not successful in this Application, I find the tenants are not entitled to recover the \$100.00 filing fee paid for this application.

Conclusion

For the reasons above, I dismiss the tenants' Application for monetary compensation, 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 *Act*.

Dated: July 9, 2020

Residential Tenancy Branch