



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, FFT

Introduction

In this dispute, the tenant sought an order pursuant to section 62 of the *Residential Tenancy Act* (the “Act”). They also sought recovery of the filing fee under section 72.

The tenant filed an application for dispute resolution on July 28, 2020 and an arbitration hearing was held on September 1, 2020. The landlord’s agent and the tenants attended the hearing and were given a full opportunity to be heard, present testimony, and make submissions.

No issues of service were raised by the parties.

I confirmed with the tenants that the other “tenants” listed on their application are the tenants’ children; as such, I removed their names from this application and Decision.

I have only reviewed and considered oral and documentary evidence submitted meeting the requirements of the *Rules of Procedure*, to which I was referred, and which was relevant to determining the preliminary issue of this application.

Preliminary Issue: Application of section 62(4) of the Act

The tenancy had ended, and the tenants had vacated the rental unit, by the time this hearing occurred. The tenants had sought an order under section 62 of the Act that the landlord stop bullying them about the keys that the landlord wanted in order to send in painters. The landlord has returned the security deposit.

The tenant (Y.L.) described her difficult interactions with the landlord. The landlord’s agent likewise described the interactions, which she said were “a bunch of

miscommunications” about the vacate date, painters, keys, and so forth. She added that “we weren’t bullying anyone.”

I asked the tenant what remedy they sought, given that the tenancy has ended. She said that she wanted something to ensure the landlord does not bully future tenants. Section 62(3) of the Act states that an arbitrator

[. . .] 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.

In this dispute, there is no evidence that the landlord has not complied with the Act, the regulations, or the tenancy agreement. While the communication between the parties, and in particular from the landlord’s agent, occasionally bordered on what I would consider less-than-professional (perhaps arising from her frustration), there is nothing in evidence that shows a breach of the Act, the regulations, or the tenancy agreement.

Section 62(4) of the Act states that an arbitrator

[. . .] 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

Taking into consideration all the oral testimony and documentary evidence presented before me, and applying the law to the facts, I find that there are no reasonable grounds for the application, and, that the application does not disclose a dispute that may be determined under the Act.

Accordingly, I dismiss the tenants’ application without leave to reapply.

As the tenants were unsuccessful in their application for an order under section 62 of the Act, their claim for recovery of the \$100.00 filing fee is dismissed.

Conclusion

I dismiss the tenants' application, without leave to reapply.

This decision is made on authority delegated to me under section 9.1(1) of the Act.

Dated: September 1, 2020

Residential Tenancy Branch