



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Middlegate Developments Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OLC, LRE, FFT

The tenant filed an Application for Dispute Resolution on April 2, 2021:

- to ensure the landlord's compliance with the legislation and/or the tenancy agreement,
- for a suspension or set conditions on the landlord's right to enter the rental unit,
- to reimburse the Application filing fee.

The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the "Act") on July 22, 2021. Both parties attended the conference call hearing. I explained the process and both parties had the opportunity to ask questions and present oral testimony during the hearing.

The tenant stated they delivered notice of the dispute, along with their prepared documentary evidence, via registered mail. The landlord confirmed they received this evidence.

Reciprocally, the landlord provided evidence to this office in advance of the hearing; however, they could not provide this to the tenant because they had no contact address information. The *Residential Tenancy Branch Rules of Procedure* sets out the rule for the respondent's evidence. By Rule 3.15, they must ensure their evidence is served on the applicant and submitted to the Residential Tenancy Branch as soon as possible. This is not less than seven days before the hearing. I advised the parties at the outset of the hearing that the landlord's evidence may or may not be considered depending on the scenario. On any piece, I would decide whether the tenant needed opportunity to review that specific piece. This is an application of Rule 3.17.

At the start of the hearing, both parties confirmed that the tenancy ended on April 30, 2021. This was the result of the tenant giving notice to the landlord in March. Both

parties spoke to the condition of the unit and what the tenant felt were missing repairs that affected their health in a serious way.

Given that the tenancy previously ended, there is no continuing landlord-tenant relationship. The landlord's compliance and/or ability to enter the unit is no longer in issue. As the tenant did not withdraw their Application in light of the tenancy ending, I grant no repayment of the Application filing fee.

### Conclusion

I dismiss the tenant's Application, without leave to reapply. I make this decision on the authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: July 22, 2021

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Residential Tenancy Branch