



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding vying enterprise Canada inc and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDCT, LRE, LAT, OLC, FFT

### Introduction

This hearing was convened by way of conference call concerning an application made by the tenants seeking the following relief:

- a monetary order for money owed or compensation for damage or loss under the *Residential Tenancy Act*, regulation or tenancy agreement;
- an order limiting or setting conditions on the landlords' right to enter the rental unit;
- an order permitting the tenants to change the locks to the rental unit;
- an order that the landlords comply with the *Act*, regulation or tenancy agreement; and
- to recover the filing fee from the landlords for the cost of the application.

One of the tenants attended the hearing and represented the other 3 tenants. However, during the course of the hearing the tenant advised that 2 of the named applicants are children, and I amended the application to remove the names of the children.

The landlords were represented at the hearing by an agent.

At the commencement of the hearing, the parties agreed that the tenants vacated the rental unit on July 31, 2021. Therefore, I dismissed the tenants' applications for an order limiting or setting conditions on the landlords' right to enter the rental unit, and for an order permitting the tenants to change the locks to the rental unit, and for an order that the landlords comply with the *Act*, regulation or tenancy agreement.

The parties each gave affirmed testimony and were given the opportunity to question each other.

The parties have each provided evidentiary material, however none of the landlords' evidence has been given to the tenants. The parties agree that the tenants' evidence has been provided to the landlords. I explained to the parties that any evidence that a party wishes me to consider must be provided to the other party. Since the landlords have not served any evidence to the tenants, I declined to consider it. The tenant affirmed that the tenants' evidentiary material is true to the best of the tenant's knowledge and belief, and I consider all of the tenants' evidence.

### Issue(s) to be Decided

The issue remaining to be decided is:

- have the tenants established a monetary claim as against the landlords for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and more specifically for loss of quiet enjoyment of the rental unit?

### Background and Evidence

**The tenant** testified that this fixed-term tenancy began on May 15, 2019 and reverted to a month-to-month tenancy after May 31, 2020, which ultimately ended on July 31, 2021. Rent in the amount of \$2,550.00 was payable on the 1<sup>st</sup> day of each month and there are no rental arrears. At the outset of the tenancy the landlords collected a security deposit from the tenants in the amount of \$1,275.00 which is still held in trust by the landlords, and no pet damage deposit was collected. The rental unit is a single family house.

A copy of the tenancy agreement has been provided by the tenants for this hearing, which names 1 landlord (ZHY) and 2 tenants (JVDP and AD). It is digitally signed by both tenants, and by the landlord (ZHY) with another person's name written thereon, but not signed by that person (HN), and contains a primary contact for the landlord (VY). During the course of the hearing the tenant advised that the primary contact is the person who appeared as agent for the landlords.

### Analysis

The tenants have not provided any evidence that a contract for a tenancy was entered into between the tenants and the landlords named in this application. Therefore, I

dismiss the tenants' application for a monetary order as against the respondents named in this application, without leave to reapply.

Conclusion

For the reasons set out above, the tenants' application as against the respondents named in this application is hereby dismissed in its entirety 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: October 21, 2021

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Residential Tenancy Branch