



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP RR FFT

Introduction

This hearing was convened as a result of the tenants' Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The tenants applied for a request for regular repairs to the unit, site or property, for a rent reduction of \$3,000.00 and to recover the cost of the filing fee.

The tenants attended the teleconference hearing. The tenants gave affirmed testimony and confirmed that as of May 1, 2022, the tenants vacated the rental unit. The tenants proved service of their application by providing a copy of the tenancy agreement, in which the landlord failed to include a service address, which I will deal with later in this Decision.

The tenants submitted a Title Search document for the rental unit address, which matches the rental unit address listed on the tenancy agreement submitted in evidence. Pursuant to section 64(3)(c) of the Act, I have amended the tenants' application to reflect the landlord numbered company name listed on the tenancy agreement. The Title Search document also confirmed that the service address listed on the tenants' application matches the service address listed for the landlord. The registered mail tracking number has been included on the cover page of this decision for ease of reference.

Preliminary and Procedural Matters

Rule 2.3 of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the tenants indicated several matters of dispute on the application, the most urgent of which is the application for repairs to the unit, site or property and which is why this application was scheduled sooner than a standard monetary claim. I find that

not all the claims on the application are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenants' request for repairs and the tenants' application to recover the cost of the filing fee at this proceeding. The balance of the tenants' application for a rent reduction or other monetary compensation is dismissed, **with leave to re-apply**.

The decision will be sent by email to both parties as an email address was provided for both parties in the application before me.

Issue to be Decided

Is this application now moot?

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

I find this application is now moot as the tenants vacated the rental unit on May 1, 2022, which is 2 days before the hearing date.

I have reviewed the evidence before me and have considered that the tenants advised that the landlord failed to include a service address in the tenancy agreement and has been negligent in responding to requests for repairs during the tenancy. I agree with the tenants that the landlord breached the Act by failing to include a service address on the tenancy agreement. Section 13(2)(e) of the Act applies and states:

Requirements for tenancy agreements

13 (2) A tenancy agreement must comply with any requirements prescribed in the regulations and must set out all of the following:

(e) the address for service and telephone number of the landlord or the landlord's agent;
[emphasis added]

Given the above, I find the landlord breached section 13(2)(e) of the Act and therefore, I grant the filing fee to the tenants as they had to resort to a Title Search for this application and I find the application would have been undisputed had the tenants not vacated the rental unit.

I grant the tenants **\$100.00** pursuant to section 72 of the Act as a result.

Conclusion

This application is now moot and is dismissed without leave as a result.

The filing fee is granted as the landlord breached the Act as noted above. The monetary order of \$100.00 must be served on the landlord. Should the tenants require enforcement of the monetary order, they must serve the monetary order on the landlord with a demand for payment letter. The tenants may then enforce the monetary order at the Provincial Court, Smalls Claim Division. The landlord is reminded that they can be held liable for the costs of enforcement of the monetary order.

The tenants are at liberty to apply for the monetary claim portion severed from this application, which I do not limit to the original \$3,000.00 amount claimed. The maximum claim under the Act is \$35,000.00, which is the Small Claims limit.

This decision does not extend any application timelines under the Act.

This decision will be emailed to both parties as described above.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: May 3, 2022

Residential Tenancy Branch