



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes LRE, RP, OLC, FFT

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* ("Act") for:

- an order to restrict the landlord's right to enter the rental unit, pursuant to section 70;
- an order requiring the landlord to complete repairs to the rental unit, pursuant to section 32;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

"Tenant CM" did not attend this hearing, which lasted approximately 9 minutes. The landlord and tenant WF ("tenant") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

This hearing began at 11:00 a.m. with the landlord, the landlord's witness, and the tenant present. The landlord's witness was excluded from the outset of this hearing at 11:03 a.m. and she did not return to testify. This hearing ended at 11:09 a.m.

The landlord confirmed her name and spelling. The tenant confirmed the names and spelling for him and tenant CM. The landlord and the tenant both provided their email addresses for me to send this decision to both parties after this hearing.

The landlord confirmed that she owns the rental unit. She provided the rental unit address.

The tenant confirmed that he had permission to represent tenant CM at this hearing (collectively “tenants”).

Rule 6.11 of the Residential Tenancy Branch (“RTB”) *Rules of Procedure* (“Rules”) does not permit recording of this hearing by any party. At the outset of this hearing, the landlord and the tenant both separately affirmed, under oath, that they would not record this hearing.

I explained the hearing process to both parties. They had an opportunity to ask questions. Neither party made any adjournment or accommodation requests.

At the outset of this hearing, the landlord and the tenant both agreed that the tenants vacated the rental unit on July 31, 2022. The landlord confirmed that she took back possession of the rental unit and changed the locks. The tenant confirmed that his application was null and void.

I informed both parties that the tenants’ entire application was dismissed without leave to reapply, including the \$100.00 filing fee. I notified them that the tenants’ claims relate to an ongoing tenancy only and the tenants moved out. I informed them that I was not required to make a decision on the merits of this application, so the tenants were not entitled to recover the filing fee. Both parties confirmed their understanding of same.

Conclusion

The tenants’ entire application is dismissed 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: August 30, 2022

Residential Tenancy Branch