



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **OLC RP RPP MNDCT FFT**

### Introduction

This hearing was convened by way of conference call in response to the Tenants' application for dispute resolution ("Application") under the *Residential Tenancy Act* (the "Act") in which the Tenants seek:

- an order for the Landlords to comply with the Act, *Residential Tenancy Regulations* ("Regulations") and/or tenancy agreement pursuant to section 62;
- an order requiring the Landlords to complete repairs to the rental unit pursuant to section 32;
- an order for the Landlords to return the Tenants' personal possessions pursuant to section 65 of the Act;
- an order for monetary compensation from the Landlords for breach of the Act, Regulations and/or tenancy agreement pursuant to section 67;
- authorization to recover the filing fee of the Application from the Landlords pursuant to section 72.

Two of the four Tenants ("AZ" and "KZ") and the two Landlords ("TN" and "TA") appeared at the hearing. I explained the hearing process to the parties who did not have questions when asked. I told the parties they are not allowed to record the hearing pursuant to the *Residential Tenancy Branch Rules of Procedure* ("RoP"). The parties were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

AZ stated the Tenants served the Landlords with the Notice of Dispute Resolution Proceeding ("NDRP") by registered mail, but he could not recall the date of mailing. TN acknowledged the Landlords received the NDRP by registered mail. I find the NDRP was served on the Landlords in accordance with the requirements of section 89 of the Act.

AZ stated the Tenants served the Landlords with their evidence by registered mail, but he could not recall the date of mailing. TN acknowledged the Landlords received the Tenants' evidence by registered mail. I find the Tenants' evidence was served on the Landlords in accordance with the requirements of section 88 of the Act.

TN stated the Landlords did not serve any evidence on the Tenants for this proceeding.

### Preliminary Matter – Severance and Dismissal of Tenants' Claim for Compensation

The Application included a claim for compensation from the Landlords for breach of the Act, Regulations and/or tenancy agreement.

Rule 2.3 of the RoP states:

#### **2.3 Related issues**

Claims made in the application must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

Where a claim or claims in an application are not sufficiently related, I may dismiss one or more of those claims in the application that are unrelated. Hearings before the Residential Tenancy Branch are generally scheduled for one hour and Rule 2.3 is intended to ensure disputes can be addressed in a timely and efficient manner. As such, I will sever and dismiss, with leave to reapply, the Tenants' claim for compensation from the Landlords for breach of the Act, Regulations and/or tenancy agreement. As such, the Tenants have the option of making another application for dispute resolution to make a claim for monetary compensation from the Landlords for breach of the Act, Regulations and/or tenancy agreement.

### Preliminary Matter – Dismissal of Tenants' Claims for an Order the Landlords to Comply with Act, Regulations and/or Tenancy Agreement and to Complete Repairs to Rental Unit

AZ stated the Tenants vacated the rental unit on August 1, 2022. Although the Landlords were unsure of the date the Tenants vacated the rental unit, TN acknowledged the Tenants returned the keys for the rental unit to the Landlords. As the tenancy has ended, the Tenants' claim for an order the Landlords comply with the Act, Regulations and/or tenancy agreement and the claim that the Landlords complete

repairs to the rental unit are now unnecessary. As such, I dismiss these two claims without leave to reapply.

Preliminary Matter – Dismissal of Tenants' Claim for Return of Personal Property

KZ stated that the Tenants left two mattresses in the rental unit so that the Landlords could see the damages caused by a flood that occurred in the rental unit. KZ conceded the Landlords have not refused to return any of the Tenants' personal possessions. As such, I dismiss the Tenants claim for an order that the Landlords return the Tenants' personal possessions.

Recovery of Filing Fee

As the Tenants have not been successful in any of the claims made in the Application, I find the Tenants are not entitled to recover the filing fee of the Application.

Conclusion

The Application is dismissed, in its entirety, without leave to reapply.

The Tenants have the option of making another application for dispute resolution to make a claim for monetary compensation from the Landlords for breach of the Act, Regulations and/or tenancy agreement.

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: September 26, 2022

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Residential Tenancy Branch