



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **CNC, MNDCT, RP, LRE, OLC, FFT**

### Introduction

The words tenant and landlord in this decision have the same meaning as in the *Residential Tenancy Act*, (the "Act") and the singular of these words includes the plural.

This hearing dealt with an application filed by the tenants pursuant the *Residential Tenancy Act* (the "Act") for:

- An order to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to sections 47 and 55;
- A monetary order for damages or compensation pursuant section 67;
- An order for repairs to be made to the unit, site or property pursuant to section 32;
- An order suspending the landlord's right to enter the rental unit pursuant to section 70;
- An order for the landlord to comply with the Act, regulations or tenancy agreement pursuant to section 62; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

The named landlords attended the hearing and were represented by their son/agent, DP. All named tenants also attended the hearing. As all parties were present, service of documents was confirmed. The landlord's agent confirmed receipt of the tenants' Notice of Dispute Resolution Proceedings, the amendment filed on August 17<sup>th</sup> and the amendment filed on October 16<sup>th</sup>. The tenants acknowledged service of the landlord's evidence package. Neither party took issue with timely service of documents.

### Preliminary Issue

At the commencement of the hearing, both parties confirmed that the tenancy ended on October 1, 2022. Based on this evidence, I treat the tenants' vacating of the property as the tenants' acceptance of the validity of the notice to end tenancy and I make an order

that the tenancy ended on October 1, 2022, pursuant to section 44(1)(f) of the Act. As such, it is not necessary for me to determine on the merits whether the Notice to End tenancy was valid and I make no findings with respect to its validity.

Section 62(4) allows the director to dismiss an application if there are no reasonable grounds for the application or if the application does not disclose a dispute that may be determined under Part 5 of the *Residential Tenancy Act*. As this tenancy has already ended, I find the tenant's original application falls under section 62(4) and I dismiss it without leave to reapply.

The amendment filed on August 17, 2022 seeks a monetary order for damages or compensation pursuant section 67. In the amendment, the tenants seek compensation of \$1,700.00 as the "*cost of replacing tires vandalized on the property. Exact cost to be determined prior to November 1<sup>st</sup>*". This portion of the tenant's application is dismissed with leave to reapply, as the tenants have indicated they seek additional monetary compensation against the landlords. The tenants are at liberty to file another application for dispute resolution should they choose to do so.

#### Conclusion

The original application for dispute resolution is dismissed without leave to reapply.

The amendment seeking a monetary order for damages or compensation pursuant section 67 is dismissed with 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: November 01, 2022

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Residential Tenancy Branch