



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNC MNDCT RP PSF LRE OLC FFT

Introduction

This hearing by teleconference dealt with the Tenants' application for dispute resolution ("Application") pursuant to the *Residential Tenancy Act* (the "Act") in which the Tenants seek:

- cancellation a One Month Notice for Cause dated July 31, 2022 pursuant to section 47;
- an order for monetary compensation from the Landlord pursuant to section 67;
- an order requiring the Landlord to complete repairs to the rental unit pursuant to section 32;
- an order for the Landlord to provide services or facilities required by the tenancy agreement or law pursuant to section 65;
- an order to suspend or set conditions on the Landlord's right to enter the rental unit pursuant to section 70;
- an order for the Landlord to comply with the Act, *Residential Tenancy Regulations* and/or the tenancy agreement; and
- authorization to recover the filing fee for the Application from the Landlord pursuant to section 72.

The Landlord did not attend this hearing scheduled for 11:00 am. I left the teleconference hearing connection open for the entire hearing, which ended at 11:38 am, in order to enable the Landlord to call into this teleconference hearing. The two Tenants ("SG" and "RK") attended the hearing and she was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed the correct call-in numbers and participant codes were provided in the Notice of Dispute Resolution Proceeding ("NDRP"). I also confirmed from the teleconference system that SG, RK and I were the only ones who had called into this teleconference.

SG stated the NDRP and the Tenants' evidence (collectively the "NDRP Package") was served on the Landlord by registered mail on August 27, 2022. SG submitted into

evidence a copy of the Canada Post tracking number for service of the NDRP Package on the Landlord to corroborate her testimony. I find the Landlord was served with the NDRP Package in accordance with the provisions of sections 88 and 89 of the Act.

Preliminary Matter – Dismissal of Application

At the outset of the hearing, SG stated the Tenants vacated the rental unit on November 19, 2022. As the Tenants have vacated the rental unit, I noted that all the Tenants' claims in the Application, except for their monetary claim, were no longer available for adjudication. SG stated the Tenants were seeking the return of their security deposit as well as additional compensation from the Landlord in respect of breaches of the tenancy agreement, Act and/or *Residential Tenancy Regulations*. SG requested that the Tenants be permitted to withdraw the Application so that they could make a new application for dispute resolution to seek the return of the Tenant's security deposit and compensation from the Landlord. As the Landlord did not attend the hearing, I find that there would be no prejudice to the Landlord by permitting the Tenants to withdraw their claim for compensation from the Landlord. As such, I order the Application to be dismissed without leave except for the Tenants' monetary claim for compensation from the Landlord which is dismissed with leave to reapply.

As the Tenants moved out of the rental unit prior to this hearing, I find they are not entitled to recover the filing fee of the Application from the Landlord.

Conclusion

The Application is dismissed without leave except for the Tenants' monetary claim for compensation which 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: January 11, 2023

Residential Tenancy Branch