



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LEPIK CONSTRUCTION LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes LRE, OLC, FFT

Introduction

This hearing dealt with the tenants' application, filed on September 6, 2022, pursuant to the *Residential Tenancy Act* ("Act") for:

- an order restricting the landlord's right to enter the rental unit, pursuant to section 70;
- 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.

The landlord's two agents, "landlord EN" and "landlord KS," and the two tenants, tenant ZM ("tenant") and "tenant KW," 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 lasted approximately 11 minutes from 9:30 a.m. to 9:41 a.m.

All hearing participants confirmed their names and spelling. Landlord EN and the tenant provided their email addresses for me to send this decision to both parties after this hearing.

Landlord EN stated that she is a resident manager and landlord KS stated that he is a property manager. Landlord KS stated that the landlord company ("landlord") named in this application owns the rental unit. Landlord EN provided the rental unit address.

The landlord's two agents stated that they both had permission to represent the landlord at this hearing. Landlord EN identified herself as the primary speaker for the landlord at this hearing.

The tenant identified herself as the primary speaker for the tenants at this hearing.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("*Rules*") does not permit recordings of any RTB hearings by any participants. At the outset of this hearing, all hearing participants 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, which I answered. Neither party made any adjournment or accommodation requests.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenants' application to include the rental unit number to the rental property address. Both parties consented to this amendment during this hearing. I find no prejudice to either party in making this amendment.

At the outset of this hearing, the tenants stated that they moved out of the rental unit.

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.

As soon as I provided my decision verbally, the tenants became upset and began arguing with me, speaking at the same time as me, and interrupting me. They claimed that I was not doing my job. They said that they wanted the filing fee back for their application because the RTB told them to file this application even though they were moving out when they filed it. I informed them that the RTB did not force them to file this application or pay the filing fee, since they chose to file this application on their own accord.

I asked the tenants to stop arguing with me, even though they did not like my decision, and they disagreed with it. I asked the tenants if they had any questions about my decision and they continued arguing with me. I was required to mute the tenants' end of

the telephone line so I could hear and answer questions from the landlord's two agents. After answering questions from the landlord's two agents, I ended the hearing.

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: January 24, 2023

Residential Tenancy Branch