



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      OLC FF

### **Introduction**

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

- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

While the tenants attended the hearing by way of conference call, the landlord did not. I waited until 11:32 a.m. to enable the landlord to participate in this scheduled hearing for 11:00 a.m. The tenants were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

Rule 7.3 of the Rules of Procedure provides as follows:

### **7.3 Consequences of not attending the hearing**

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

The tenants provided sworn, undisputed testimony that she had served the landlord with their application for dispute resolution hearing package ("Application") and evidence by way of registered mail on February 2, 2018. The tenants provided a tracking number during the hearing. In accordance with sections 88, 89, and 90 of the *Act*, I find that the landlord was deemed served with the Application and evidence on February 7, 2018, five days after mailing.

### **Issues(s) to be Decided**

Are the tenants entitled to an order for the landlord to comply with the *Act*, regulation, or tenancy agreement?

Are the tenants entitled to recover the filing fee for this application from the landlord?

### **Background and Evidence**

The tenants provided the following sworn, undisputed testimony as the landlord did not attend the hearing. This tenancy began on October 1, 2017, with monthly rent set at \$1,350.00. The landlord had collected a security deposit of \$675.00, and a pet damage deposit in the amount of \$250.

On November 28, 2017 the tenants received a text message from their landlord that the landlord had sold the home, and that the next month's rent was to be paid to the new landlord. The tenants testified that before adopting their dog they had received permission from the landlord. The tenants submitted evidence to support that the animal shelter had contacted the landlord on November 17, 2017 for permission.

The tenants testified that on December 13, 2017 they had received a letter from the strata management company about the dog's barking. The tenants read an updated letter from the strata management company dated March 15, 2018 stating that a meeting was held by strata council on March 12, 2018, and that the decision of the strata council was that due to enterphone issues and mail not being received, the two letters sent by strata council to the tenants dated February 6, 2018 and February 26, 2018 which referenced the removal of their dog, and fines imposed for failing to remove their dog, were formally rescinded by the strata council.

The only remaining outstanding issue was a \$125.00 fine levied for the dog's barking.

### **Analysis**

The tenants applied for an order for the landlord to comply with the *Act*, regulation, and tenancy agreement. Although the tenants expressed concern about the removal of their dog, the landlord has not, to anyone's knowledge, issued any Notices to End Tenancy for this reason, nor has the landlord filed any applications pertaining to this tenancy at the time of the hearing.

The tenants testified that the strata council had rescinded their letters requesting the removal of their dog, and fines for their failure to remove their dog. The only remaining outstanding matter is a fine levied by the strata council for the dog's barking.

Pursuant to section 59(5)(a) of the *Act*, I can refuse to accept an application if it does not disclose a dispute that may be determined. I find that the tenants have not identified any relief to which they are entitled to in this application and therefore their entire application, with the exception of the filing fee, is dismissed with leave to reapply.

As the tenants were unsuccessful in proceeding with this hearing, I find that they are not entitled to recover the \$100.00 application filing fee from the landlord.

**Conclusion**

The tenants' application to recover the \$100.00 filing fee is dismissed without leave to reapply.

The remainder of the tenants' application 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: May 4, 2018

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Residential Tenancy Branch