



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BONNIEHON MANAGEMENT INC. and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC FFT

Introduction and Analysis

This hearing dealt with an Application for Dispute Resolution (“application”) by the tenants seeking remedy under the *Residential Tenancy Act* (“Act”) for an order directing the landlord to comply with the *Act*, regulation or tenancy agreement in relation to a broken stove handle repair, and to recover the cost of the filing fee.

Tenant LVS (“tenant”) and an agent for the landlord SW (“agent”) attended the teleconference hearing. The parties were affirmed and at the start of the hearing, the parties confirmed that the tenant vacated the rental unit since filing their application on June 28, 2019.

Given the above, I find that since the tenancy has ended by the tenants vacating the rental unit that this entire application is now moot as the details of dispute indicate that the tenants were seeking a repair to the broken stove handle and wanted the landlord to address that repair. Therefore, I find it is not necessary to consider this application as the tenancy has ended.

The tenant asked regarding the security deposit and was informed that this application did not include a claim for the return of the tenants’ security deposit. Therefore, the tenants are at liberty to apply for the return of their security deposit, if they so choose to do so.

Preliminary and Procedural Matter

The parties confirmed their email addresses at the outset of the hearing. The parties also confirmed their understanding that the decision would be emailed to both parties.

Conclusion

The tenants' application is now moot as the tenants have vacated the rental unit. Therefore, the tenants' application is dismissed without leave to reapply.

The filing fee is not granted as the tenants' application was not amended and is now moot as a result.

The decision will be emailed to both parties as indicated above.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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: August 22, 2019

Residential Tenancy Branch