



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **OLC**

Introduction

This hearing dealt with the Tenants' application pursuant to the *Residential Tenancy Act* (the "Act") for an Order for the Landlord to comply with the Act, regulations and tenancy agreement pursuant to Section 62(3) of the Act.

The hearing was conducted via teleconference. The Tenants, RH and AC, attended the hearing at the appointed date and time and provided affirmed testimony. The Landlord did not attend the hearing. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Tenants and I were the only ones who had called into this teleconference. The Tenants were given a full opportunity to be heard, to make submissions, and to call witnesses.

I advised the Tenants that Rule 6.11 of the Residential Tenancy Branch (the "RTB") Rules of Procedure prohibits the recording of dispute resolution hearings. The Tenants testified that they were not recording this dispute resolution hearing.

The Tenants confirmed that they personally served the upstairs tenants with the Notice of Dispute Resolution Proceeding package for this hearing on January 17, 2022 (the "NoDRP package"). The Tenants confirmed that they emailed the Landlord with the NoDRP package on January 14, 2022. I find that the Landlord was sufficiently served with the NoDRP package for this hearing on January 17, 2022, in accordance with Section 71(2)(b) of the Act.

Issue to be Decided

Are the Tenants entitled to an Order for the Landlord to comply with the Act, regulations and tenancy agreement?

Background and Evidence

I have reviewed all written and oral evidence and submissions before me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this decision.

The Tenants confirmed that this periodic tenancy began on December 15, 2021. Monthly rent was \$1,500.00. A security deposit of \$750.00, and pet damage deposit of \$750.00 were collected at the start of the tenancy.

The Tenants who attended this hearing entered into a tenancy agreement with the upstairs tenants. At that time, the upstairs tenants made out that they were the Landlord of the rental unit. Soon after, the real Landlord made themselves known to the Tenants, RH and AC. The real Landlord offered a lease to the Tenants.

The Tenants informed the Landlord that there was black mould in the rental unit, but the Tenants caught the Landlord in a lie, so the Tenants did not enter into a lease with the Landlord. The Landlord cut off the Tenants' power, and changed the locks on the rental unit. The Tenants lost approximately \$1,000.00 worth of Costco food because their freezer and fridge were not operational. The Tenants moved out of the rental unit around February 3, 2022 and entered into another tenancy agreement with another Landlord.

Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

The tenancy ended before February 3, 2022 pursuant to Section 44(1)(e) as this tenancy was frustrated. As the tenancy has ended, pursuant to Section 62 of the Act, I have no authority to adjudicate the claim before me.

For the benefit of the Tenants, they may wish to discuss with an Information Officer at the RTB the options available to them to seek remedies for outstanding claims. An Information Officer can be reached at:

5021 Kingsway
Burnaby, BC
Phone: 250-387-1602
Website: <https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies>

Conclusion

The tenancy ended on February 3, 2022. The Director's authority has ended in this matter.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: April 04, 2022

Residential Tenancy Branch