



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP, FFT

Introduction

The Tenants apply for an order for repairs to the rental unit pursuant to ss. 32 and 62 of the *Residential Tenancy Act* (the “*Act*”). The Tenants also seek the return of their filing fee pursuant to s. 72 of the *Act*.

S.L. and J.S. appeared as Tenants. M.E. and J.V. appeared as agents for the Landlord.

The parties affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. The parties confirmed that they were not recording the hearing. I further advised that the hearing was recorded automatically by the Residential Tenancy Branch.

The Tenants advised that the Notice of Dispute Resolution and their evidence was personally served on the Landlord’s agent in late March 2022. The Landlord’s agent acknowledged receipt of the Tenants’ application materials on March 28, 2022. I find that the Tenants served their application materials in accordance with s. 89 of the *Act* and was received by the Landlord on March 28, 2022 based on the Landlord’s acknowledgement.

The Landlord’s agent advised that the Landlord’s response evidence was served on the Tenants by way of registered mail sent on April 19, 2022. The Tenants acknowledge receipt of the same. I find that the Landlord’s response evidence was served in accordance with s. 89 of the *Act*.

Preliminary Issue – Amending Tenants’ Application

The Landlord’s agent, M.E., is listed as a Landlord in the Tenant’s application. The tenancy agreement has a corporate entity listed as the Landlord.

I confirmed with the parties that M.E. is the property manager and is not the landlord for the residential property as contemplated by the *Act*. Based on the parties confirmation, I amend the Tenant’s application pursuant to Rule 4.2 of the Rules of Procedure to remove M.E. from the style of cause.

Further, the Tenants application failed to list the unit number for the subject rental unit. I confirmed the unit number as listed in the tenancy agreement with the parties. Accordingly, I further amend the Tenants’ application to add the unit number for the rental as it is listed in the tenancy agreement.

Dismissal of the Tenants’ claim

At the outset of the hearing, the Tenants advised that they vacated the rental unit on March 6, 2022 and surrendered their keys to the Landlord later in March 2022. The Landlord’s agent confirmed receiving the keys from the Tenant at the end of March 2022.

The Tenants’ application is brought on the purported breach of the Landlord’s obligation to repair and maintain the rental unit as per s. 32(1) of the *Act*. That section makes clear that the Landlord’s obligation is to ensure that a rental unit is “suitable for occupation by a tenant”. The Tenants admit that they no longer occupy the rental unit.

When I asked the Tenants with respect to this, S.L. indicated that he was advancing the interests of the other occupants of the building he has since vacated. I indicated at the hearing that the Tenants have no standing to bring claims for third parties. They cannot advance a claim on behalf of the current tenants. Should the current tenants of the residential property wish it, they can file their own applications.

As the tenancy is over and the Tenants no longer occupy the rental unit, I find that the issue raised in the Tenants’ claim for repairs to the rental unit is moot. Accordingly, I dismiss the claim under s. 32 of the *Act* without leave to reapply. As the Tenants’ claim was dismissed, I find that they are not entitled to the return of their filing fee. Their claim under s. 72 of the *Act* is also 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: May 02, 2022

Residential Tenancy Branch