



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes AS, FFT

Introduction

On May 19, 2023, the Tenants applied for a Dispute Resolution proceeding seeking an Order to allow an assignment or sublet of the rental unit pursuant to Section 65 of the *Residential Tenancy Act* (the “*Act*”) and seeking recovery of the filing fee pursuant to Section 72 of the *Act*.

Both Tenants attended the hearing. The Landlord attended the hearing as well, with D.B. attending as a co-owner of the rental unit. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited, and they were reminded to refrain from doing so. As well, all parties in attendance provided a solemn affirmation.

Service of documents was discussed, and there were issues regarding the manner with which the Notice of Hearing package, and evidence packages were served to each other by email. However, as neither party made any submissions with respect email service being prejudicial to them, the hearing proceeded. As such, all parties’ evidence will be accepted and considered when rendering this decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony

of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on November 1, 2022, for a fixed length of time until June 1, 2022, according to the written tenancy agreement. Although, this was clearly a typo and was supposed to read June 1, 2023. They also agreed that the tenancy ended when the Tenants gave up vacant possession of the rental unit on June 1, 2023. Rent was established at an amount of \$3,350.00 per month and it was due on the first day of each month. A security deposit of \$1,675.00 was also paid. All parties also agreed that the Tenants gave written authorization for the Landlord to keep all of their security deposit. A copy of the signed tenancy agreement was submitted as documentary evidence for consideration.

Given that the tenancy has ended, I am unable to grant an Order permitting the Tenants to assign or sublet the rental unit. As such, there is nothing for me to consider and the Tenants' Application is dismissed without leave to reapply.

As the Tenants had already given up vacant possession of the rental unit, a Decision on the claims could not be heard. As such, I find that the Tenants were not successful in this Application. Consequently, the Tenants are not entitled to recover the \$100.00 filing fee paid for this Application.

Conclusion

Based on the above, the Tenants' 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: June 16, 2023

Residential Tenancy Branch