



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes O

Introduction

This hearing was scheduled to hear the tenant's application to dispute an invoice given to the tenant by the landlord. The landlord did not appear at the hearing. The tenant testified that she served the secretary of the landlord at the office on the residential property on March 5, 2009 with notification of the hearing. I was satisfied the tenant served the landlord in accordance with the provisions of the Act and I proceeded to hear from the tenant without the landlord present.

Issues(s) to be Decided

Is the invoice issued to the tenant of any effect on the tenant?

Background and Evidence

The tenant testified that she vacated the rental unit in February 2008. One year later, while visiting a friend at the residential property, the secretary for the landlord gave the tenant an invoice for \$3,500.00. The invoice is dated February 25, 2008 and indicates the landlord is invoicing the tenant for repair of damages done by the tenant to the rental unit. The tenant confirmed that she had not paid the invoice and the landlord has not served her with a Landlord's Application for Dispute Resolution against her. The tenant does not agree that she owes the landlord \$3,500.00.

The tenant also alleged that the landlord has threatened other tenants with eviction if the tenant comes on the residential property.

Analysis

Under section 6 of the Act, where a landlord and tenant cannot resolve a dispute with respect to their rights, obligations and prohibitions under the Act or tenancy agreement either party is at liberty to make an application for dispute resolution. Under section 58 of the Act, the Dispute Resolution Officer must determine the dispute. I have been presented evidence that the parties are in dispute with respect to the tenant's obligation to pay the landlord \$3,500.00 for repair of damages to the rental unit.

In the absence of any evidence to contradict the tenant's testimony, I do not find that the landlord sufficiently established grounds to invoice the tenant \$3,500.00 and I find that the invoice is of no effect on the tenant.

As the tenant was informed during the hearing, the landlord's actions towards other tenants in the residential property are issues between those tenants and the landlord. Those parties are at liberty to make their own application for dispute resolution with respect to their own tenancy issues. I make no finding as to whether the applicant has been restricted from coming on the residential property; however, as information for the landlord, section 30 of the Act provides that a landlord must not unreasonably restrict access to residential property by a tenant or a person permitted on the property by that tenant.

Conclusion

The invoice given to the tenant in February 2009, in the amount of \$3,500.00 is of no effect on the tenant.



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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 15, 2009.

Dispute Resolution Officer