



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

REVIEW CONSIDERATION DECISION

Dispute Codes: CNC DRI FF OLC PSF RP

Introduction

This is an application by the landlord for a review of the decision of an Arbitrator dated September 18, 2013. The original hearing of September 18 was to hear a request from the tenants to cancel a Notice to End Tenancy for Cause. The Arbitrator found for the tenants and canceled the Notice to End Tenancy for Cause stating that the landlord had not established grounds to end the tenancy. Consequently the Arbitrator cancelled the Notice to End the Tenancy and awarded the tenants \$50.00 to cover the filing fee.

In the landlord's review application the landlord indicates that he believes the decision and Order were obtained by fraud on the tenants' behalf.

Division 2, Section 79(2) under the *Residential Tenancy Act* says a party to the dispute may apply for a review of the decision. The application must contain reasons to support one or more of the grounds for review:

1. A party was unable to attend the original hearing because of circumstances that could not be anticipated and were beyond the party's control.
2. A party has new and relevant evidence that was not available at the time of the original hearing.
3. A party has evidence that the director's decision or order was obtained by fraud.

Issues

The Landlord's application for a review of the previous Arbitrator's decision is on the grounds that the decision was obtained by fraud. Is the Landlord's application justified?

Facts and Analysis

The Landlord applied for a review on the basis that the tenancy agreement was fraudulent. The Landlord said in the original hearing and that he did not remember signing the tenancy agreement, but he acknowledges that his signature is on the tenancy agreement dated December 1, 2009. The Landlord submits in the review application that the tenancy agreement was altered and it is fraudulent. To support the Landlord's claim he indicated the telephone number on the tenancy agreement signed December 1, 2009 is his cell phone number, but this number was activated on March 29, 2010. The Landlord indicated the activation date is after the tenancy agreement was signed so how could that phone number be on the tenancy agreement. The Landlord submitted an email showing the sign up and activation of this number was on March 29, 2010, which is after the tenancy agreement was signed on December 1, 2009. The Landlord submits that the tenancy agreement is fraudulent and therefore the decision and Order should be reviewed.

I accept that the Landlord activated his cell phone on March 29, 2010 which is after the tenancy agreement was signed on December 1, 2009, but this in itself does not prove that the Landlord did not have this cell phone number prior to this activation date. It is my understanding that a person can maintain the same cell phone number when they change companies or change plans. I find the landlord's evidence of disputing the validity of the tenancy agreement by disputing the telephone number on the tenancy agreement does not prove or establish grounds that the tenants obtained the decision and order both dated September 18, 2013 by fraud. I dismiss the Landlord's review application due to lack of evidence to prove his claims.

Decision

In considering the evidence of the Landlord's review application, I find that the Landlord has not established grounds to be granted a review hearing. Consequently I dismiss the Landlord's application for a Review Hearing. The Arbitrator's decision and order stand in effect as dated in the original hearing of September 18, 2013.

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: October 02, 2013

Residential Tenancy Branch