



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

Review Consideration Decision

Dispute Codes: FF MND MNDC MNR MNSD

Introduction

This is an application by the landlord for a review of a decision of the director dated September 18, 2013.

The tenant applied for a review on the ground he has evidence that the director's decision was obtained by fraud.

Preliminary Issue – Extension of Time

The tenant applied for an extension of time to apply for review, as he did not receive a copy of the decision from the Branch, and he was not served with the monetary order until December 30, 2013. The tenant applied for review on December 30, 2013, the same day that he received the order. Therefore, the tenant does not require an extension of time.

Issues

Has the tenant provided sufficient evidence to establish that the decision was obtained by fraud?

Facts and Analysis

Original Hearing and Decision

The original hearing was convened on September 18, 2013, and both the landlord and the tenant attended. In the decision dated September 18, 2013, the arbitrator indicated that both parties were given full opportunity to present evidence and make submissions. The arbitrator considered all of the testimony and other evidence of the tenant and the landlord and found that the landlord was entitled to \$980 for fixing the yard and cleaning the rental unit, as well as \$700 in lost revenue for June 2013, based on the landlord's evidence that the unit and yard were left in a condition that required extensive cleaning and repair, and the landlord was unable to find a tenant for June 2013. The landlord was also granted recovery of the \$50 filing fee, as the landlord proved her claim.

Tenant's Submissions

In the application for review, the tenant submitted that the landlord committed fraud by fraudulently claiming that the tenant did damage that was there before the tenancy began. Additionally, the tenant submitted, the landlord grossly exaggerated the condition of the yard, which was soft because of considerable rain, not because of damage done by the tenant's dog. The tenant submitted that there was no condition inspection report to show the condition of the unit at the outset of the tenancy, and the arbitrator committed an error in law by granting the landlord's monetary claim without the landlord meeting the burden of proof to establish the condition of the unit at the outset of the tenancy.

Analysis on Review

I do not accept the tenant's claim that the arbitrator's decision was obtained by fraud. I find that the tenant's submissions in this application for review consideration consist of arguments that the tenant had the opportunity to present during the hearing. It is clear from the decision dated September 18, 2013 that both the tenant and the landlord provided their evidence, and the arbitrator preferred the evidence of the landlord over that of the tenant. The fact that the tenant disagrees with the conclusion reached by the arbitrator does not amount to fraud.

I note that while an alleged error in law is not a ground for review under the *Residential Tenancy Act*, it may be a ground for judicial review in the Supreme Court.

Decision

I dismiss the application for review and confirm the original decision and order 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: January 7, 2014

Residential Tenancy Branch