



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

MNDC, MNR, MND, MNSD, FF

### Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss, for a monetary Order for unpaid rent, for a monetary Order for damage, to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that the application for a monetary Order for unpaid rent, for a monetary Order for damage, and to keep all or part of the security deposit were considered at a previous dispute resolution proceeding. The file number of that proceeding is recorded on the first page of this decision.

The Landlord submitted a Monetary Order Worksheet, which declares that the Landlord is seeking \$18,000.00 for "failure to deliver services that were paid". The Agent for the Landlord stated that these proceedings relate solely to the claim for \$18,000.00 and to recover the fee paid to file this Application for Dispute Resolution.

The Landlord submitted an Amendment to an Application for Dispute Resolution in which the Landlord declares that the \$18,000.00 claim is in addition to the \$6,000.00 previously claimed.

The Agent for the Landlord initially stated that he served the Application for Dispute Resolution to the Tenants, via registered mail, on February 05, 2016. He subsequently stated that he is not certain when he served the Application for Dispute Resolution, the Amendment to an Application for Dispute Resolution, or the Monetary Order Worksheet to the Tenants. The male Tenant stated that these documents were received from the Landlord on January 16, 2016, via priority mail.

On the Amendment to an Application for Dispute Resolution the Landlord declared that these proceedings were linked to the previous dispute resolution proceeding, the number of which is noted on the first page of this decision. On the Monetary Order Worksheet the Landlord noted that she is relying on evidence previously submitted for the previous dispute resolution proceeding. The Agent for the Landlord stated that the Landlord did not submit any additional evidence for these proceedings nor did he serve the Tenants with any evidence specifically for these proceedings.

The male Tenant stated that no evidence was served to the Tenants for these proceedings and that they did not, at the time of the hearing, have any of the evidence that was served for the previous proceedings.

Rule 3.1 of the Residential Tenancy Branch Rules of Procedure stipulates that within 3 days of the hearing package being made available by the Residential Tenancy Branch an applicant must serve each respondent with copies of all of the following:

- a) the application for dispute resolution
- b) the notice of dispute resolution proceeding letter provided to the applicant by the Residential Tenancy Branch;
- c) the dispute resolution proceeding information package provided by the Residential Tenancy Branch;
- d) a detailed calculation of any monetary claim being made
- e) a copy of the Notice to End Tenancy, if the applicant seeks an order of possession or to cancel a Notice to End Tenancy; and
- f) any other evidence, including evidence submitted to the Residential Tenancy Branch with the application for dispute resolution, in accordance with Rule 2.5.

There is nothing in the Rules of Procedure that allow an applicant to rely on evidence that has been served to the respondent as evidence for previous proceedings, even if the previous application related to the same tenancy. As the Landlord did not serve any evidence to the Tenants for these proceedings nor did she submit any evidence to the Residential Tenancy Branch for these proceedings, no documentary evidence will be considered when adjudicating this dispute.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions.

#### Issue(s) to be Decided

Do I have jurisdiction in this matter and, if so, is the Landlord entitled to compensation because the Tenants did not fulfill their management responsibilities?

#### Background and Evidence

The Agent for the Landlord stated that the tenancy began on July 15, 2012. The male Tenant stated that he does not have any documents related to the tenancy with him, and he is not certain when the tenancy began.

The Agent for the Landlord stated that the monthly rent was \$7,500.00, which was reduced by \$1,500.00 for a "management fee". The male Tenant agreed that the Tenants were required to pay monthly rent of \$6,000.00 and that the rent was "reduced" by \$1,500.00 for a "management fee".

The Agent for the Landlord stated that the “management fee” was in compensation for a variety of management related tasks, such as general yard/house maintenance and minor house repairs. The male Tenant stated that he does not have the tenancy agreement with him but he recalls the “management fee” was for general maintenance and for making repairs up to a “certain amount”.

The Agent for the Landlord contends that the Tenants did not fulfill the agreed upon management tasks, and he is seeking to recover the management fees that were paid. The male Tenant contends that the Tenants did fulfill the agreed upon management tasks.

### Analysis

Before considering the merits of the Landlord’s Application for Dispute resolution I must determine whether this application has jurisdiction under the *Residential Tenancy Act*. The legislation does not confer authority to consider disputes between all types of agreements between landlords and tenants.

The issue in dispute at these proceedings is whether or not the Tenants have fulfilled the agreed upon management responsibilities. I find that this is an employment issue over which I do not have jurisdiction.

### Conclusion

As I do not have jurisdiction the issue in dispute at these proceedings, I dismiss the Application for Dispute Resolution in its entirety.

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: August 31, 2016

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Residential Tenancy Branch