



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MIDDLE GATE APARTMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC

Introduction

This hearing dealt with the tenant's application pursuant to the Residential Tenancy Act (the "Act") for an order that the Landlord comply with the Act, regulations or tenancy agreement pursuant to section 62.

Both parties were represented at the hearing. The corporate landlord was represented by its agent BK (the "landlord"). Both parties were provided a full opportunity to provide affirmed testimony, make submissions, present evidence, call witnesses and cross-examine one another.

As both parties were in attendance service of documents was confirmed. The landlord testified that they were served with the tenant's application for dispute resolution dated April 11, 2018 and evidence on or about that date. The landlord said that they had not served any evidence themselves. Based on the undisputed testimonies I find that the landlord was duly served with the tenant's application and evidence in accordance with sections 88 and 89 of the Act.

Issue(s) to be Decided

Should the landlord be ordered to comply with the Act, regulations or tenancy agreement?

Background and Evidence

The parties agreed on the following facts regarding this periodic tenancy. The tenancy began in November, 2017. The monthly rent is \$1,300.00 payable on the first of each

month. While the parties said that there is a written tenancy agreement, none was submitted into evidence.

The tenant gave testimony regarding some issues they had experienced with the plumbing in the rental unit. The tenant submitted some photographs of what appears to be close-ups of the rental unit wall as evidence in support of their submissions. The tenant said that he contacted emergency services regarding the plumbing issues as he was told by other occupants of the building not to contact the landlord. The tenant alluded to a Notice to End Tenancy that they received but no Notice was submitted into evidence.

The landlord testified that the tenant had not contacted them regarding plumbing issues and had undertaken their own renovations to the suite. The landlord too, mentioned a Notice to End Tenancy that they said was issued to the tenant but did not provide details about the Notice.

Analysis

Pursuant to Rule of Procedure 2.2 and 6.2 a hearing is limited to the issues identified on the notice of dispute resolution. While the parties made some allusion to a Notice to End Tenancy, the present application by the tenant is solely for an order that the landlord comply with the Act, regulations or tenancy agreement. I further note that neither party submitted any copy of a Notice to End Tenancy into evidence.

Given the absence of documentary evidence, the vague testimony of the parties, and the application for dispute resolution of April 11, 2018 not including any reference to a Notice, I make no finding on the subject of a Notice to End Tenancy, its existence or its merits.

The onus is on the applicant to prove their case on a balance of probabilities. In the present matter the tenant has applied for an order that the landlord comply but has failed to clearly set out what it is that they wish the landlord be ordered to do or what portion of the Act, regulations or tenancy agreement they feel the landlord is violating. The tenant gave unfocused, rambling testimony and despite being asked directly what they were seeking multiple times during the hearing, failed to articulate a basis for their claim.

I find that the applicant has failed to provide a basis for their claim. I found the tenant's testimony to be mostly irrelevant, their response to direct questions to be evasive, their

written submission to be unclear, and the documentary evidence submitted to not be clearly connected to any claim. I find that the tenant's application to be wholly without merit and consequently dismiss it in its entirety.

Conclusion

The tenant's 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 13, 2018

Residential Tenancy Branch