



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding AMACON-ONNI MANAGEMENT
INC. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FFT, OLC

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on January 27, 2019 (the “Application”). The Tenant applied to dispute a One Month Notice to End Tenancy for Cause dated January 18, 2019 (the “Notice”). The Tenant sought an order that the Landlord comply with the Act, regulation and/or the tenancy agreement. The Tenant also sought reimbursement for the filing fee.

The Tenant appeared at the hearing. The Agent appeared for the Landlord.

The Agent confirmed the correct name of the Landlord and I amended the Application to reflect this. This is also reflected in the style of cause.

I explained the hearing process to the parties who did not have questions about the process when asked. The parties provided affirmed testimony.

Both parties had submitted evidence prior to the hearing. I addressed service of the hearing package and evidence and no issues arose in this regard.

The parties were given an opportunity to present relevant evidence, make relevant submissions and ask relevant questions. I have considered all evidence of the parties. I will only refer to the evidence I find relevant in this decision.

Issues to be Decided

1. Should the Notice be cancelled?

2. Is the Tenant entitled to an order that the Landlord comply with the Act, regulation and/or the tenancy agreement?
3. Is the Tenant entitled to reimbursement for the filing fee?

Background and Evidence

There was no issue that there is a tenancy agreement between the parties in relation to the rental unit.

Should the Notice be cancelled?

The Agent advised that the Landlord was cancelling the Notice. I did not hear from the parties further on this issue.

Is the Tenant entitled to an order that the Landlord comply with the Act, regulation and/or the tenancy agreement?

I asked the Tenant what order he was seeking in this regard. The Tenant listed a number of general issues he has with the Landlord and how the Landlord has conducted itself. The Tenant did not advise of a specific order he was seeking or a basis for an order under the *Residential Tenancy Act* (the “Act”). The Tenant did not include a clear basis for his request for an order that the Landlord comply with the Act, regulation and/or the tenancy agreement in the Application as the Application states:

Landlord issued a One Month Notice to End Tenancy for Cause #RTB-33 Breach of material term of the tenancy agreement... Details of Cause: Unpaid Strata fines. As a tenant I have obtained written notice from the strata manager that the charges have been reversed.

The Tenant did not submit any evidence in relation to this request in the Application. I did not hear from the parties further on this issue.

Is the Tenant entitled to reimbursement for the filing fee?

The parties disagreed about who should be responsible for the filing fee in this matter and so I heard the parties on this issue.

The Tenant submitted that the Landlord should reimburse him for the filing fee as the issues that lead to the Notice were resolved previously with an agent for the Landlord. He said he spoke to the Agent previously and tried to resolve the issues but that she would not agree. The Tenant submitted that he filed the Application and paid the filing fee before the Landlord advised they would cancel the Notice.

The Agent testified that the Tenant had opportunities to resolve the issues weeks before he was served with the Notice. She said the Tenant was informed of the process and knew what he had to do to resolve the issues. The Agent advised that the Landlord had to issue the Notice and that the Tenant only looked into resolving the issues after the Notice was issued. The Agent advised that the Landlord only decided to cancel the Notice after receiving the email from the strata about the fines being resolved. She did not know when she received this email.

In reply, the Tenant advised that he had trouble contacting the strata which is why he could not get the email confirmation about the fines being resolved earlier.

Analysis

Should the Notice be cancelled?

The Notice is cancelled as the Landlord agreed to this during the hearing.

Is the Tenant entitled to an order that the Landlord comply with the Act, regulation and/or the tenancy agreement?

Section 59(2) of the *Act* states:

(2) An application for dispute resolution must

...

(b) include full particulars of the dispute that is to be the subject of the dispute resolution proceedings, and

[emphasis added]

The Application did not include full particulars of the request for an order that the Landlord comply with the Act, regulation and/or the tenancy agreement. The

Application referred to the Notice in relation to this request and seemed to reiterate that the Tenant was disputing the Notice. The Tenant did not indicate what other issues he was seeking to be addressed. The Tenant did not include any evidence that may have indicated what the issues were. I find the Application did not include sufficient particulars and therefore dismiss this request with leave to re-apply.

Is the Tenant entitled to reimbursement for the filing fee?

In my view, parties are entitled to reimbursement for the filing fee when they are successful, or partially successful, in their application. Here, the Tenant disputed the Notice prior to the Landlord cancelling the Notice. The Agent confirmed the Landlord was cancelling the Notice during the hearing. The Tenant therefore was partially successful in his application. I do not find that the Application was filed unnecessarily given the Tenant was bound by specific time limits to file the Application and the Landlord had not cancelled the Notice at the time. In the circumstances, I am satisfied the Tenant is entitled to reimbursement for the filing fee. The Tenant is permitted to deduct \$100.00 from one future rent payment as reimbursement for the filing fee pursuant to section 72(2)(a) of the *Act*.

Conclusion

The Notice is cancelled. The request for an order that the Landlord comply with the *Act*, regulation and/or the tenancy agreement is dismissed with leave to re-apply. The Tenant is entitled to reimbursement for the filing fee and can deduct \$100.00 from one future rent payment as reimbursement for the filing fee.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: March 14, 2019

Residential Tenancy Branch