



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, FFT

Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the Act) for:

- an order for the landlord to comply with the Act, the Regulations, and/or the tenancy agreement pursuant to section 62 of the Act; and
- an order requiring the landlord to reimburse the filling fee, pursuant to section 72 of the Act.

Both parties attended and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlords were assisted by lawyer KN. Witness for the landlords JC also attended.

As both parties were in attendance, I confirmed that there were no issues with service of the notice of hearing and the evidence (the materials). The landlord confirmed receipt of the tenant's materials. The tenant confirmed receipt of the landlord's evidence. In accordance with sections 88 and 89 of the Act, I find that the both parties were duly served with the materials.

Preliminary Issue – correction of the landlord's name

The landlord (MB) corrected the spelling of his last name. Section 64(3)(c) of the *Act* allows me to amend the application, which I have done to correct the spelling of the landlord's last name.

Issues to be Decided

Is the tenant entitled to:

1. an order for the landlord to comply with the Act, the Regulations, and/or the tenancy agreement?
2. authorization to recover the filing fee for this application from the landlords?

Background and Evidence

While I have considered the documentary evidence and the testimony of both parties, not all details of the tenant's submissions and arguments are reproduced here. The relevant and important aspects of the tenant's claims and my findings are set out below. I explained to the attending party it is his obligation to present the evidence produced.

Both parties agreed the tenancy started on May 20, 2017. Monthly rent is \$1,172.00, due on the first of the month. At the outset of the tenancy the landlord collected a security deposit of \$550.00 and still holds it in trust.

Both parties also agreed the rental unit was sold and the tenant will move out on May 31, 2020. The tenant did not pay rent for May 2020 because of the two month notice to end tenancy that the landlord issued to him on March 12, 2020. The rent for April 2020 is in arrears.

The tenant affirmed she deserves compensation for pain and suffering due to the constant visits of the real estate agent showing the unit to potential buyers. The tenant affirmed she will move out in nine days from the date of the hearing.

The landlord affirmed the tenant did not apply for any monetary compensation.

Analysis

Rule 6.6 of the Residential Tenancy Branch Rules of Procedure states that the standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

The tenant is seeking an order for the landlord to comply with the Act, the Regulations or the tenancy agreement. The tenant did not provide any evidence about the necessity of the order she applied for.

As such, the tenant's application is dismissed.

The tenant must bear the cost of his filing fee, as the tenant was not successful.

Conclusion

The tenant's application is dismissed.

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: May 27, 2020

Residential Tenancy Branch