



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding IMH POOL X1V LP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RPP

Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The tenant applied for the return of their personal property, yet in their details of dispute the tenant refers to not wanting to be responsible for unpaid rent. This was not a cross-application to a landlord application.

The tenant, a support person for the tenant, BA (support person) and an agent for the correct corporate landlord, SP (agent) appeared at the teleconference hearing. The hearing process was explained to the parties and the parties were affirmed. The parties were also provided the opportunity to ask questions. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matters

At the outset of the hearing, tenant confirmed that they did not submit a copy of the original tenancy agreement. The agent affirmed that the tenant named agents instead of the named corporate name as landlord listed on the tenancy agreement. As such, and pursuant to section 64(3)(c) of the Act, I amend the application to reflect the correct corporate landlord name. I have removed the agent names from the application as a result for clarity.

In addition, the agent confirmed that the male tenant was not on listed on the tenancy agreement and was only an occupant. Therefore, by consent of the parties, AA was removed from the application.

The parties were advised that the tenant's application was being refused, pursuant to section 59(5)(c) of the Act because their application for dispute resolution did not

provide sufficient particulars, as is required by section 59(2)(b) of the Act. Furthermore, the tenant was advised that an application can not be made to prevent a landlord from making a claim for unpaid rent, which the agent stated the landlord has not yet submitted.

As a result, the tenant was informed that should the landlord make a future claim for unpaid rent, it would be at that time that the tenant could submit rebuttal evidence and attend any future hearing to dispute that claim.

Finally, the tenant had questions about ending a fixed-term tenancy due to family violence and as a result, was provided sections 45.1 and 45.2 of the Act to review. Those sections of the Act deal with ending a fixed-term tenancy due to family violence.

Conclusion

The tenant's application has been refused pursuant to sections 59(5)(c) and 59(2)(b) of the Act.

I note the filing fee was waived.

This decision will be emailed to the parties at the email addresses provided by the parties during the hearing.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: February 19, 2021

Residential Tenancy Branch