



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ROYAL LEPAGE NORTHSTAR  
REALTY and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OLC, MNDCT, RP, RR, PSF, FFT

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an order requiring the landlords to comply with the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 62;
- a monetary order of \$2,747.03 for compensation under the *Act*, *Regulation* or tenancy agreement, pursuant to section 67;
- an order requiring the landlords to make repairs to the rental unit, pursuant to section 33;
- an order allowing the tenant to reduce past rent of \$1,000.00 for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order requiring the landlords to provide services or facilities required by law, pursuant to section 65; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The individual landlord ("landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. This hearing lasted approximately 17 minutes.

The landlord confirmed that she was employed by the landlord company named in this application and that it was the property management company for the individual owner of the rental unit. The landlord stated that she had permission to represent the landlord company and the individual owner at this hearing (collectively "landlords").

At the outset of the hearing, I informed both parties that Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("*Rules*") does not permit recording of a hearing by any party. The landlord and the tenant both affirmed under oath that they would not record this hearing.

I explained the hearing process to both parties. Both parties had an opportunity to ask questions. Neither party made any adjournment or accommodation requests.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to replace the name of the landlord company. The landlord confirmed the correct landlord company name during this hearing. Both parties consented to this amendment during the hearing.

At the outset of the hearing, the tenant confirmed that he vacated the rental unit on May 1, 2021. I notified the tenant that his application for orders relating to an ongoing tenancy, including an order to comply and an order for repairs, services or facilities, was dismissed without leave to reapply. The tenant confirmed his understanding and agreement to same.

The landlord confirmed receipt of the tenant's application for dispute resolution and notice of hearing. She claimed that she did not receive any documentary evidence from the tenant, to support his application. The tenant stated that he sent his evidence to the landlords in February 2021, prior to filing this application on March 9, 2021, and prior to the notice of hearing being issued by the RTB on March 16, 2021.

I notified the tenant that he could not serve his documentary evidence supporting his application prior to his application being made or the notice of hearing being issued by the RTB. The landlords did not receive the evidence and were not aware that it related to the tenant's application under this file number.

The tenant requested leave to reapply for his monetary orders in the future. The landlord consented to this request. As per the consent of both parties, I notified them that the tenant's application for monetary compensation of \$2,747.03 and a past rent reduction of \$1,000.00 was dismissed with leave to reapply. I informed them that the remainder of the tenant's application was dismissed without leave to reapply, including the \$100.00 application filing fee. Both parties confirmed their understanding and agreement to same.

I notified the tenant that he could hire a lawyer to obtain legal advice, as I could not provide legal advice to either party. I informed him that he could file a new application, pay a new filing fee, obtain a new hearing date, and serve the landlord with any application and supporting evidence, if he wanted to pursue his claims in the future. The tenant confirmed his understanding of same.

### Conclusion

The tenant's application for a monetary order of \$2,747.03 for compensation under the *Act, Regulation* or tenancy agreement and an order allowing the tenant to reduce past rent of \$1,000.00 for repairs, services or facilities agreed upon but not provided, is dismissed with leave to reapply.

The remainder of 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 18, 2021

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Residential Tenancy Branch