



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **CNR, MNDCT, RP, MNRT, AS, OLC, LRE, PSF**

### Introduction

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

- cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent (the "10 Day Notice") pursuant to section 46;
- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- a monetary order for the cost of emergency repairs to the rental unit pursuant to section 33;
- an order allowing the tenant to assign or sublet because the landlord's permission has been unreasonably withheld pursuant to section 65;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70; and
- an order to the landlord to provide services or facilities required by law pursuant to section 65.

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlord was represented by their counsel HF.

The parties were made aware of Residential Tenancy Rule of Procedure 6.11 prohibiting recording dispute resolution hearings and the parties each testified that they were not making any recordings.

As both parties were present service was confirmed. The parties each testified that they received the respective materials and based on their testimonies I find each party duly served in accordance with sections 88 and 89 of the *Act*.

At the outset of the hearing the parties confirmed that this tenancy has ended with the tenant vacating the rental unit. The tenant withdrew the portion of their application seeking cancellation of the 10 Day Notice but maintained that they were pursuing the other portions of the application.

### Issue(s) to be Decided

Is the tenant entitled to any of the relief sought in their application?

### Background and Evidence

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the claim and my findings around each are set out below.

The tenant submits that they were a long-term resident of the rental unit and believe they are entitled to receive records from the strata management company which have not been provided by the landlord. The tenant testified that they believe they have incurred “thousands of dollars of loss” from the strata.

The tenant made no substantive submissions in support of their application during the 30 minute hearing but refused to withdraw as the landlord did not agree to waive their rights to filing claims in the future for the rental arrears for this tenancy. The tenant questioned the authority of the landlord’s process server who the tenant says represented that the landlord was taking no further action against them for monetary claims.

### Analysis

Pursuant to Residential Tenancy Rule of Procedure 6.6 the onus lies with the applicant to establish their claim on a balance of probabilities.

In the absence of cogent submissions or substantive evidence and the tenant’s own testimony that their true claim is against the strata company who managed the rental property, I find the tenant has not met their evidentiary onus. Consequently, I dismiss the tenant’s application in its entirety without leave to reapply.

Conclusion

The tenant's application is dismissed in its entirety 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 17, 2021

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Residential Tenancy Branch