



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding First Service Residential and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on March 28, 2021 (the “Application”). The Tenant applied for an order that the Landlord comply with the Act, regulation and/or the tenancy agreement.

The Tenant appeared at the hearing. The Agents for the Landlord appeared at the hearing. I explained the hearing process to the parties. I told the parties they were not allowed to record the hearing pursuant to the Rules of Procedure (the “Rules”). The parties provided affirmed testimony.

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

Withdrawal

During the hearing I asked the Tenant what order they were seeking. The Tenant advised they were seeking reimbursement or compensation.

As explained to the Tenant at the hearing, the Application is not for reimbursement or compensation which are different claims in an Application for Dispute Resolution than a request for an order that the Landlord comply with the Act, regulation and/or the tenancy agreement. I also explained to the Tenant that I can only decide the claims made in the Application.

I asked the Agents if they agreed to the Application being amended to a request for compensation and G.J. advised that they did not. G.J. indicated that the Landlord had

not understood the Application to be about compensation. G.J. advised that they did not prepare their evidence to address a request for compensation.

The Application does not include a request for reimbursement or compensation and does not include a monetary amount being sought.

In the circumstances, I did not find it appropriate to allow the Tenant to proceed with a request for reimbursement or compensation when the Application was not for this, the Application did not mention this and there was no monetary amount noted on the Application.

I confirmed with the Tenant that they were not seeking an order that the Landlord comply with the Act, regulation and/or the tenancy agreement and that they were withdrawing this request. The Tenant confirmed they were withdrawing this request. The Agents agreed to the Application being withdrawn.

The Application is withdrawn by agreement of the parties. As discussed at the hearing, it is open to the Tenant to file a new Application for Dispute Resolution seeking reimbursement or compensation.

Conclusion

The Application is withdrawn by agreement of the parties.

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: July 14, 2021

Residential Tenancy Branch