



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BCIMC REALTY CORPORATION AND PANARAMA TOWER  
HOLDINGS INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDCT, RP, FFT

### Introduction

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

- a monetary order for \$11,070.00 for compensation under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67;
- an order requiring the landlord to perform repairs to the rental unit, pursuant to section 32; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord's agent ("landlord"), the tenant, and the tenant's agent 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 31 minutes from 9:30 to 10:01 a.m.

The landlord confirmed that she was the community manager for the landlord companies named in this application and that she had permission to speak on their behalf. The tenant confirmed that her agent, who is her boyfriend, had permission to speak on her behalf.

I informed both parties that Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* does not permit recording of this hearing by anyone. At the end of this hearing, the landlord, the tenant, and the tenant's agent all separately affirmed, under oath, that they did not record this hearing.

I explained the hearing process to both parties. Both parties had an opportunity to ask questions. I informed both parties that I could not provide legal advice to them. Neither party made any adjournment or accommodation requests.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to correct the landlord company names and the tenant's name. The tenant confirmed her legal name during this hearing. The landlord confirmed the legal names of the landlord companies, as indicated in the parties' tenancy agreement. Both parties consented to these amendments during this hearing.

I informed the tenant that as the applicant, she was required to name the correct parties in any future applications, for any decisions and orders to be enforceable. The tenant confirmed her understanding of same.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package on October 14, 2021. She stated that she only found out about the hearing because she received an email evidence reminder from the RTB, so she inquired with the tenant about it. She said that she did not receive the tenant's late evidence submission on October 23, 2021, two days before this hearing.

The tenant claimed that she did not receive notice of this hearing from the RTB until October 2021. I informed her that according to the online RTB system, she applied on June 24, 2021, and her application and notice of hearing were emailed to her on July 15, 2021 by the RTB, and she was told to serve the landlord by July 18, 2021. The tenant confirmed that she uploaded evidence to support her application to the online RTB system on July 17 and 18, 2021. I notified her that she was required to serve the landlord with her application and notice of hearing within three days of July 15, 2021, as indicated in the RTB email sent to her, the application documents, and as per Rule 3.1 of the RTB *Rules of Procedure*. I informed her that she was required to serve her evidence to the landlord, not less than 14 days prior to this hearing date, not including the service or hearing dates, as per Rule 3.14 of the RTB *Rules of Procedure*. The tenant confirmed her understanding of same.

During the hearing, the tenant's agent asked to withdraw the tenant's application in order to properly organize the tenant's evidence, number the pages, and submit evidence in a timely manner, so that the tenant's claim is clear. The landlord did not object to same.

The tenant's agent confirmed that the tenant has been asking for repairs regarding noise from the building. He stated that the tenant can reapply for that claim, since it has been ongoing for a year. I informed him that the tenant received a priority hearing date for the repairs issue, as her monetary claim is a non-urgent lower priority issue, and it could be severed at a hearing, as per Rule 2.3 of the RTB *Rules of Procedure*. He confirmed his understanding of same.

I informed the tenant and her agent that the tenant's application was dismissed with leave to reapply, except for the \$100.00 filing fee. I notified them that the tenant could file a new application, pay a new filing fee, and provide proof of her claim, if she wanted to pursue this matter in the future. I informed them that as the applicant, the tenant had the burden of proof, to prove her claim. They confirmed their understanding and agreement to same.

### Conclusion

The tenant's application to recover the \$100.00 filing fee is dismissed without leave to reapply.

The remainder of the tenant's application is dismissed with 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: October 25, 2021

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Residential Tenancy Branch