



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Rossmore Properties Ltd and [tenant name
suppressed to protect privacy]

DECISION

Dispute Codes CNC, OLC, FF

Introduction, Preliminary and Procedural Matters-

This hearing dealt with the tenant's application for dispute resolution under the Residential Tenancy Act (Act), filed on June 29, 2021, for:

- an order cancelling a One Month Notice to End Tenancy for Cause (Notice);
- an order requiring the landlord to comply with the Act, regulation, or tenancy agreement; and
- recovery of the filing fee.

The tenants and the landlord's agents (agent) attended, the hearing process was explained, and they were given an opportunity to ask questions about the hearing process.

The parties were informed at the start of the hearing that recording of the dispute resolution hearing is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The parties affirmed they were not recording the hearing.

Both parties gave affirmed testimony.

At the start of the hearing, the tenants submitted that they vacated the rental unit at the end of August 2021. As a result, the parties were informed that it was now unnecessary to consider the tenants' request seeking cancellation of the Notice and the request for an order for the landlord's compliance, as the tenancy has ended.

The tenant then asked to have the matter of their filing fee be considered.

Issue(s) to be Decided

Are the tenants entitled to recovery of the filing fee?

Background and Evidence

The evidence presented shows a tenancy start date of April 1, 2010, with an ending monthly rent of \$1,793.

The subject of this dispute is a One Month Notice, dated June 17, 2021, for an effective date of August 31, 2021, and was signed by the agent.

The causes alleged by the landlord on the Notice were:

- the tenant or a person permitted on the residential property by the tenant has;
 - (i)significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,
 - (ii)seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant.

In the details of the events as to the alleged causes, the landlord writes on the Notice as follows:

Details of the Event(s):

THE TENANT WAS FOUND TO BE BREAKING THE LANDLORD'S HARASSMENT AND BULLYING POLICY. THE TENANT WAS ISSUED A ONE MONTH NOTICE THAT WAS DISPUTED THROUGH RTB. THE ARBITRATOR REJECTED THE INVESTIGATION REPORT BASED ON ITS CONFIDENTIALITY AND BECAUSE THE KEY NAMES WERE MISSING. HOWEVER, THE REPORT IS LEGIT & THE LANDLORD WILL NOT TOLERATE PROVEN HARASSMENT AND BULLYING ON ANY OF ITS PROPERTIES.

The reference to another Notice was the One Month Notice dated March 18, 2021, for an effective date of April 30, 2021, signed by the agent.

In the details of the events as to the causes on the earlier Notice, the landlord writes about alleged bullying and harassment from the tenants, as per a redacted report.

On June 4, 2021, there was a dispute resolution hearing on the earlier Notice and another arbitrator decided on the alleged bullying and harassment allegations, in a Decision of **June 14, 2021**.

The other arbitrator cancelled the Notice, due to the landlord's insufficient evidence on the bullying and harassment allegations.

The evidence shows the Notice in this matter was issued to the tenants, citing the same bullying and harassment allegations, on **June 17, 2021**. The landlord provided an unredacted report as evidence, for this hearing.

Analysis

In this case, I find the evidence shows that the landlord was dissatisfied with the results of the previous dispute resolution where their Notice was cancelled and immediately issued another Notice, for the same reasons. A disagreement with the outcome of a hearing is not sufficient to allow a landlord to rehabilitate their insufficient evidence in one application and serve tenants another Notice, which involve the same allegations of causes.

As these matters were decided upon by another arbitrator, if there had been a hearing on the merits of the matter here, I would have been unable to reconsider the Notice in this application, resulting in another cancellation of the landlord's Notice.

Additionally, in the Details of the Cause(s) portion of the Notice, the landlord was required to describe *what, where, and who caused the issue and include dates/times, names, etc.* *This information is required. An arbitrator may cancel the notice if details are not provided.*

I have reviewed the Notice and I find the Details of Cause(s) listed by the landlord to be too vague and do not include or set out the specific information required.

For these reasons, I find the tenants' application seeking cancellation of the Notice would have merit, if the issue was not now moot.

As the tenants were not sure of the outcome of the hearing, I find it reasonable that rather than wait the four months for the hearing, the tenants would endeavour to find other accommodation in the event the Notice was upheld, for some reason.

I therefore grant the tenants recovery of their filing fee of \$100, and as a result, I issue the tenants a monetary order in the amount of \$100.

If the landlord fails to pay the monetary award of \$100 to the tenants, without delay, the monetary order must be served on the landlord for enforcement purposes. If enforcement becomes necessary, the landlord is cautioned that costs of enforcement are subject to recovery from the landlord.

Conclusion

The portions of the tenants' application seeking cancellation of the Notice and an order requiring the landlord to comply with the Act, regulations, or tenancy agreement are moot as the tenancy ended prior to the hearing.

The tenants have been granted recovery of their filing fee and have been issued a monetary order in the amount of \$100.

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: November 1, 2021

Residential Tenancy Branch