



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDCT, LRE, RP, OLC

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for a monetary order of \$450.00 for damage or compensation under the Act; to suspend or restrict the Landlord's right to enter; for an Order for repairs to the unit, site or property, having contacted the landlord in writing to make repairs, but they have not been completed; and for an Order for the Landlord to Comply with the Act or tenancy agreement.

The Tenant, her father, D.L., and an agent for the Landlord, A.R. ("Agent"), appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about it.

During the hearing the Tenant and the Agent were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

### Preliminary and Procedural Matters

The Tenant provided the Parties' email addresses in the Application and they confirmed these addresses in the hearing. They also confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

At the outset of the hearing, I advised the Parties that pursuant to Rule 7.4, I would only

consider their written or documentary evidence to which they pointed or directed me in the hearing. I also advised the Parties that they are not allowed to record the hearing and that anyone who was recording it was required to stop immediately.

In the hearing, I advised the Parties that Rule 2.3 authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance, the Tenant indicated multiple matters of dispute on the application, and as we have only had an hour for this hearing, I asked the Tenant to indicate which are the two most important claims for us to review in our limited hearing time. I said we may not have time to get to the second claim, but we would select it up front, regardless.

The Tenant said that her primary concerns were the damage to the counter and how often the Landlord appears at the residential property. As it turned out, we did not have time to review the second issue.

The Tenant explained that there were minor scratches on the kitchen counter, because her children had cut things without using a cutting board. I asked her numerous times, but the Tenant was unable to tell me what she wanted the Landlord to do about this, other than to not blame her “for everything”.

When asked, the Tenant said: “I don’t know. I would like to stop being threatened with eviction notices. I don’t know what he wants me to do with the windows.” The Tenant explained that there is mould from the moisture on the windows; however, she acknowledged that she has not been able to maintain a consistent schedule to clean the windowsills and the collectors on the windows more than once every few months. The Agent said: “They are so full of mould, because they are not cleaned regularly.”

At that point, I read subsection 32 (2) of the Act to the Parties, which states:

- 32** (2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

For the Parties’ information, I now add subsection 32 (3):

- 32** (3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

The hearing went on for over an hour, but the Tenant was unable to explain what she wanted the Landlord to do, based on her Application. I find that the Tenant is confused about the dispute resolution process, and I recommend she contact the RTB and speak with an information officer before she applies for another hearing. Information officers are very well trained in the Act, regulation, and Policy Guidelines, and they can assist you in preparing to apply for and attend a hearing.

Based on the above, I am not satisfied that the Tenant had an issue about which the Landlord can do anything under the Act. Accordingly, I dismiss the Tenant's Application wholly, without leave to reapply, pursuant to section 62 of the Act.

### Conclusion

The Tenant is unsuccessful in her Application, as she failed to present a coherent issue to be resolved pursuant to the Act. As such, the Tenant's Application is dismissed wholly without leave to reapply.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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: January 21, 2022

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Residential Tenancy Branch