



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDCT, OLC, RP, PSF

### Introduction

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

- a monetary order of \$279.63 for compensation under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67;
- an order requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62;
- an order requiring the landlord to complete the repairs to the rental unit, pursuant to section 32; and
- an order requiring the landlord to provide services or facilities required by law, pursuant to section 65.

The landlord and the tenant 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 50 minutes from 9:30 a.m. to 10:20 a.m.

The landlord and the tenant confirmed their names and spelling. They both provided their email addresses for me to send this decision to them after the hearing.

The landlord stated that she owns the rental unit and confirmed the rental unit address.

At the outset of this hearing, I informed both parties that recording of this hearing was not permitted by anyone, as per Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("*Rules*"). The landlord and the tenant both separately affirmed, under oath, that they would not record this hearing.

I explained the hearing and settlement processes to both parties. They had an opportunity to ask questions, which I answered. I informed them that I could not provide legal advice to them. They did not make any adjournment or accommodation requests.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to correct the spelling of the landlord's first name. Both parties consented to this amendment during this hearing.

The landlord confirmed receipt of the tenant's application for dispute resolution and notice of hearing. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application and notice of hearing.

The landlord said that she did not receive any documentary evidence from the tenant. The tenant said that he did not serve any documentary evidence to the landlord for this hearing. He stated that he was relying on evidence that he served to the landlord "months ago" for a previous RTB hearing, so he did not re-serve it to the landlord again. The landlord claimed that she did not have the tenant's previous RTB hearing evidence in front of her during this hearing.

I informed the tenant that I could not consider his documentary evidence at this hearing or in my decision because it was not served to landlord, as required by Rule 3.1 of the RTB *Rules*, and the landlord did not have the evidence from the previous RTB hearing in front of her during this hearing. The tenant had ample time from filing this application on January 6, 2022, to submit his documentary evidence to the landlord, prior to this hearing on March 21, 2022.

I asked the tenant whether he wanted to proceed with this hearing on the basis of his testimonial evidence only, not his documentary evidence, or if he wanted to reapply. He asked for leave to reapply. The landlord stated that she did object to same.

I informed the tenant that his entire application was dismissed with leave to reapply. I notified him that he could file a new application, if he wants to pursue this matter in the future. He confirmed his understanding of and agreement to same.

Both parties agreed to engage in settlement negotiations and were provided ample time of approximately 30 minutes to do so, but they were unable to reach a settlement agreement at this hearing.

Conclusion

The tenant's entire 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: March 21, 2022

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Residential Tenancy Branch