



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding METCAP LIVING  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OLC

### Introduction

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

- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62.

The landlord's two agents, "landlord DP" and "landlord MF," 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 31 minutes.

This hearing began at 11:00 a.m. with me, landlord DP, and the tenant present. Landlord MF called in late at 11:02 a.m. I did not discuss any evidence with landlord DP or the tenant, in the absence of landlord MF. This hearing ended at 11:31 a.m.

All hearing participants provided their names and spelling. Landlord DP and the tenant provided their email addresses for me to send this decision to both parties after the hearing.

Landlord DP stated that he is the property manager for the landlord company ("landlord") named in this application. He confirmed that the landlord is an agent for the owner of the rental unit. He stated that he had permission to represent the landlord and the owner at this hearing. He said that landlord MF had permission to represent him at this hearing.

Landlord MF stated that she is a paralegal and an agent for the landlord.

Rule 6.11 of the Residential Tenancy Branch (“RTB”) *Rules of Procedure* (“Rules”) does not permit recording of this hearing by any party. At the outset of this hearing, landlord DP, landlord MF, and the tenant all separately affirmed, under oath, that they would not record this hearing.

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. I informed them that I could not provide legal advice to them or act as their agent or advocate. Both parties had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests.

Both parties were given approximately 10 minutes during this hearing to engage in private settlement discussions. Both parties stated that they were unable to reach a settlement agreement and they did not want to discuss settlement any longer, after the 10 minutes.

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

Landlord MF confirmed that the landlord did not submit any evidence for this hearing.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant’s application to add the rental unit apartment number to the street address. The tenant consented to this amendment. The landlord’s two agents did not object to same.

#### Preliminary Issue – Dismissal of Tenant’s Application

The tenant provided the following information in her online RTB application details, regarding her claim for an order to comply:

*“The lease was signed with heat being included in the monthly cost. I confirmed with the listing agent that heat was included and was told it was otherwise I wouldn’t have signed considering the cost of the apartment. The unit is heated with baseboard heaters which means it’s connected to hydro which I am responsible for paying. The mistake was made on their end not mine and I feel my heat should be compensated for the remainder of my time in this unit.”*

The tenant stated that she wanted compensation for heat, from the landlord. The tenant said that she did not know what section of the *Act* she was applying under, regarding the heat issue. I notified the tenant that her application was for an order to comply.

The tenant stated that she discussed a settlement for a parking issue with the landlord. I informed the tenant that she did not include any details about parking in this application. The tenant agreed that she did not apply for any parking issues in this application.

The tenant claimed that she wanted compensation from the landlord. I informed the tenant that she did not file a monetary application, provide a monetary amount, or provide a monetary order worksheet for this hearing. The tenant agreed with the above information and said that she did not apply for a monetary order in this application.

I informed the tenant that I could not add a monetary claim to her application, at this hearing. The tenant confirmed her understanding of same. The landlord does not have notice to respond or the ability to provide documentary evidence, if a monetary claim was added at this hearing.

I informed the tenant that she is at liberty to file a future application regarding a monetary claim, if she wants to do so. I notified her that I could not provide any legal advice to her. The tenant confirmed her understanding of same.

Pursuant to section 59(5)(a) of the *Act*, I can refuse to accept an application if it does not disclose a dispute that may be determined. The tenant is the applicant, and has the burden of proof, on a balance of probabilities, to know what her application is for, and to present and prove her application at this hearing.

The tenant stated that she wanted monetary compensation from the landlord. As noted above, the tenant did not apply for a monetary order in this application. The tenant did not know or identify what section of the *Act* she was applying under, for the order to comply claim, regarding the heat issue.

I informed the tenant that her application for an order to comply, was dismissed without leave to reapply. The tenant confirmed her understanding of same.

Conclusion

The tenant's application is dismissed without 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: May 12, 2022

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Residential Tenancy Branch