



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAMARGUE PROPERTIES INC
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC

Introduction

This hearing was convened as a result of an Application for Dispute Resolution (application) by the tenants seeking remedy under the *Residential Tenancy Act* (Act). The tenants applied for an order directing the landlord to comply with the Act, regulation or tenancy agreement, and in their details of dispute, the tenants write:

On 02/28 RTB Dispute Resolution ordered TENANTS to pay a \$625 pet deposit, and negotiate a pet agreement with their landlord. The landlord has refused to come to the table multiple times before and after the dispute resolution. Now the time for reaching an agreement has lapsed and their agents will not respond to us nor our agents. We are filing to request the RTB enforce their order, and ensure Camargue properties enters good-faith negotiations regarding this pet agreement.

The tenants, an agent/power of attorney for the tenants, BI (tenant agent), a support person for the tenants, TK (support), an agent for the corporate landlord, JB (landlord agent), and a building manager for the corporate landlord, GN (building manager) attended the teleconference hearing. The parties were affirmed and an opportunity to ask questions was provided to the parties.

Neither party raised any concerns regarding the service of documentary evidence or their ability to review that evidence prior to the hearing, with the exception of late evidence, 2 Affidavits, submitted by the tenants, which were excluded in full as they were not submitted as required by the Residential Tenancy Branch (RTB) Rules of Procedure (Rules). Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matters

The parties confirmed their email addresses at the outset of the hearing. The parties also were advised that the decision would be emailed to the parties. In addition, the parties confirmed that for the remainder of this tenancy, the parties could be served via email at the email addresses provided on the cover page of this Decision for ease of reference. In addition, a Previous Decision file number (Previous Decision) has also been included for ease of reference as it relates to this Decision.

The Previous Decision made several findings and an order including, but not limited to, the following:

Accordingly, I find that the tenants have failed to demonstrate that their dog is a “service dog” pursuant to the *Guide Dog and Service Dog Act*. (Page 11, Para. 2)

...

Accordingly, I find the tenants are not in breach of Clause 17, a material term of the tenancy agreement. The One Month Notice to End Tenancy for Cause is cancelled. The tenancy will continue until otherwise ended in accordance with the *Act*. (Page 11, Para. 6)

...

I note in the text message dated November 15, 2021, that the tenants submitted into evidence, the prior resident building manager stated the pet damage deposit is \$625.00 which was to be paid by November 19, 2021 but was not paid and had not been paid at the time of the hearing. To comply with the *Act* and be in good standing with the Tenancy Agreement, the tenants are required to pay the \$625.00 pet damage deposit and sign a pet agreement as negotiated with the landlord.

I order the tenants to comply with s. 18 of the *Act*, within 30 days from the date of this letter. (Page 12, paras. 6-7)

[reproduced as written]

The tenant agent testified that the tenants are in the midst of a Judicial Review application (JR Application) regarding the Previous Decision that is currently before the Supreme Court and that a court date has not yet been set. There is no dispute that the subject of this application is a request by the tenants to have the landlord comply with an order made in the Previous Decision.

The parties were advised that the Supreme Court has exclusive jurisdiction to hear a JR application on the Previous Decision and that I find this hearing directly relates to an order made in the Previous Decision. As a result, the parties were advised that I decline jurisdiction to consider this dispute. I have made this decision pursuant to section 58(2)(c) of the *Act*, which states:

Determining disputes

58(2) Except as provided in subsection (4), if the director accepts an application under subsection (1), the director must resolve the dispute under this Part unless

(c) the dispute is linked substantially to a matter that is before the Supreme Court.

[emphasis added]

I dismiss this matter **with leave to reapply** due to lack of jurisdiction at the time of the hearing. Should the Supreme Court refuse to consider the JR Application, or determine that the JR Application has no merit, or if the tenants withdraw their JR Application, the tenants are granted leave to reapply for this matter.

Conclusion

I decline to hear this dispute due to lack of jurisdiction as noted above.

This decision will be emailed to the parties as noted above. The filing fee was waived so is not granted.

Should the Supreme Court refuse to consider the JR Application, or determine that the JR Application has no merit, or if the tenants withdraw their JR Application, the tenants are granted leave to reapply for this matter.

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: July 19, 2022

Residential Tenancy Branch