



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

A matter regarding VANCOUVER APARTMENT RENTALS  
LTD and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      RR, RP, OLC, FFT

### Introduction and Preliminary Matters

On October 13, 2022, the Tenant applied for a Dispute Resolution proceeding seeking a rent reduction pursuant to Section 65 of the *Residential Tenancy Act* (the “Act”), seeking a repair Order pursuant to Section 32 of the *Act*, seeking an Order to comply pursuant to Section 62 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Tenant attended the hearing, with G.S. attending as an observer for the Tenant. B.W. attended the hearing as an agent for the Landlord, and he had no opposition to G.S. observing the proceeding. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited, and they were reminded to refrain from doing so. As well, all parties in attendance, with the exception of G.S., provided a solemn affirmation.

Service of the Tenants’ Notice of Hearing package, and the parties’ evidence packages were discussed, and there were some concerns with service. However, the hearing proceeded regardless, and the matters with respect to the Tenant’s claims were addressed for the reasons noted below.

All parties agreed that the tenancy started on April 1, 2022, and that the tenancy ended on October 31, 2022, when the Tenant gave up vacant possession of the rental unit. Rent was established at \$1,500.00 per month and was due on the first day of each month. A security deposit of \$800.00 was also paid, and the Landlord was cautioned regarding requiring a security deposit or pet damage deposit that is greater than the equivalent of 1/2 of one month's rent. He justified this excess collection of a security

deposit as it was his belief that he was permitted to collect a deposit on utilities as well. However, he could not point to the *Act* where he believed this was permissible, and that was because no such clause exists. It clearly appeared as if the Landlord was intentionally attempting to contract outside of the *Act* by implementing terms into the tenancy agreement that suited his interests. A copy of the signed tenancy agreement was entered into evidence for consideration.

When reviewing the Tenant's claims, I find it important to note that Rule 2.2 of the Rules of Procedure require that the claims addressed in a hearing are limited to what is stated in the Application. Given that the Tenant had given up vacant possession of the rental unit already, it was not possible to address any of the Tenant's claims in this Application. As such, the Tenant's Application is dismissed without leave to reapply. The Tenant was advised that he could proceed with a new Application seeking a Monetary Order for compensation against the Landlord. Settlement discussions were entertained in an attempt to allow the parties to resolve their differences as opposed to engaging in future Dispute Resolution proceedings. However, these negotiations were unsuccessful.

As the Tenant was unsuccessful in his Application, I find that the Tenant is not entitled to recover the \$100.00 filing fee paid for this Application.

### Conclusion

Based on the above, 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: February 25, 2023

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Residential Tenancy Branch