



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

A matter regarding 1461 HARWOOD STREET HOLDINGS  
INC. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ARI - C

### Introduction

This hearing was scheduled to hear a landlord's application for an additional rent increase for capital improvements made to the property.

The landlord was represented by a property manager and legal counsel. Several tenants also appeared at the hearing.

### Preliminary and Procedural Matters

Some of the tenants sought an adjournment of the proceeding so as to have sufficient time to review and prepare a response to the landlord's voluminous submission and evidence provided to them on different dates and given the unavailability of an advocate. The landlord's legal counsel was agreeable to an adjournment. Before making a decision on an adjournment, I proceeded to review service of materials and hear any other procedural and preliminary matters. During this review, several issues came to light, including, but not limited to:

- The landlord failed to identify all of the affected tenants and misidentified some of its tenants;
- The original package served to the tenants on May 5, 2023 consisted mostly of several invoices, including invoices that referenced other addresses, and the tenants had great difficulty deciphering and analyzing package presented to them.
- On June 21, 2023 the landlord posted a letter to the tenant's rental unit doors that provided a link to the landlord's evidence; however, the landlord was also seeking to change the amount of the rent increase by way of a submission contained in the link, without serving an amendment to the tenants in a manner that complies with service requirements for an application or an amendment. As

a result, some tenants did not understand that the landlord was seeking to change the amount of the additional rent increase or which amounts were not longer part of the calculation for an additional rent increase.

- The landlord's additional materials and evidence that were made available by way of the link were not provided to tenants who had requested paper copies.

Given the number of significant issues identified above, I informed the parties that I was inclined to not proceed with this application and dismiss it with leave to reapply.

The landlord's legal counsel explained the amount the landlord originally sought for an additional rent increase was decreased after refining and excluding some amounts that had been originally included in the original calculation. The landlord's legal counsel argued the errors, deficiencies and amendment of the landlord's application could be rectified by way of an adjournment. The tenants requested the landlord's application be dismissed, without leave to reapply. I reserved my decision and informed the parties I would deliberate further before making a decision.

Before making my decision, on July 26, 2023, the landlord's legal counsel contacted the Residential Tenancy Branch and requested the application be withdrawn given the number of issues raised at the hearing.

**I grant the landlord's request for withdrawal, without prejudice**, as I am of the view that a new application that is free of errors and clearly set out is just. I am also satisfied that a withdrawal is not unduly prejudicial to the tenants considering the tenants who did attend the hearing indicated they were confused by the landlord's original submissions and materials that were followed by even more submissions and materials and that they needed more time to prepare to decipher the materials and prepare a response to it.

In granting the landlord's request for withdrawal, without prejudice, it is expected that prior to serving the tenants with another application, the landlord will ensure sufficient attention is paid to preparing and compiling a refined package that is clear, understandable and accurate. Also, the landlord ought to be prepared to provide paper copies of materials to tenants who request such.

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: August 09, 2023

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Residential Tenancy Branch