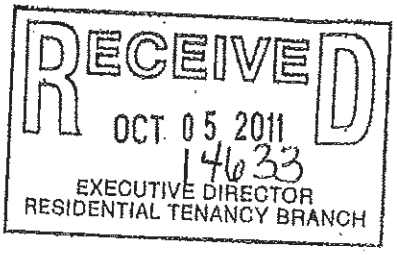
s.22



03 October 2011.

Ms. Suzanne Bell
Executive Director, Residential Tenancy Branch
P.O. Box 9844, Stn. Prov. Gov't.
Victoria, BC V8W 9T2.

Dispute Resolution Hearing (RTB File # 775857 – 22 September 2011)

Dear Ms. Bell

I wish to formally bring to your notice my discomfort at the manner in which the captioned hearing was held by the officer holding the hearing, which is articulated in an email (below) which I sent to the Residential Tenancy Office as soon after the hearing was adjourned as I was able to construct it.

Given these concerns, I wish to ask whether you would consider making a change in the assignment of the next hearing of this dispute to a more experienced officer who may be able to better address the specific points covered in my application and any responses or rebuttals that the counter-party to this dispute might make in due course. I understand, though have not yet been formally notified, that the next hearing in this regard will be on 26th October, 2011.

You may phone me on s.22 or send me an email to s.22 with your views or other comments in this respect. I look forward to hearing from you.

Yours truly,

s.22

From: s.22
To: "SG Residential Tenancy Office SG:EX" <HSRTO@gov.bc.ca>

Cc: s.22

Date: Thu, Sep 22, 2011 at 6:07 PM
Subject: Re: QUERY on an unexpected development re my Lease Agreement (Followed by Claim per RTB File # 775857 heard today in B.C.))
mailed-by: s.22

Hello Tami
Thank you for your note below and the advice therein, which I appreciate very much. I apologise for not having acknowledged it before, but need to refer to it today in view of developments in that respect.

s.22

We have since filed for arbitration to retain the security deposit as well as for claims for utility bills due, cleaning services per the lease agreement and for other damage to property identified following the tenant's departure from the property - per reference above.

In this respect, the hearing was held today.

With the highest respect to all concerned, I feel it necessary to report that I felt the official conducting the hearing did not seem to demonstrate a reasonable appreciation of the specific RTA provisions under-pinning my position (and articulated per your original advice below). This official also appeared to demonstrate an alarming alacrity to side with the tenant right from the outset, which I have to say I found more than a little disconcerting. She also seemed in the opinion of my property manager and myself, to not have an adequate focus on a requirement for due process. I wish to substantiate these high level comments with the following:

1. The arbitrator was prepared to consider a counter-claim from the respondent (previous tenant) which was not lodged per due process, i.e. no filing fee had been paid and no acknowledgement by the RTB provided. She in fact suggested that either the hearing be adjourned and the two parties try and reach agreement on both claims, or that we discuss the subsequent claim from the tenant on the basis that my property manager had received it well before the hearing. In this connection, I understand from advice that my property manager received from the RTB, that the correct position in such cases is that such submissions should be properly lodged and then discussed at a future hearing that the RTB would schedule. As a result, the

improperly submitted claim by the tenant were not scrutinised or refuted in preparation for this hearing.

2. The arbitrator declared at the outset that she had read the entire contents of the package in detail, but despite this, demonstrated a lack of awareness of several aspects of our submission, including the existence of the original lease agreement between the two parties (and the addendum thereto, which had a material impact on some claims we had made) within the package submitted by my property manager.
3. The arbitrator demonstrated a disconcerting haste to take the side of the tenant despite our position (which I articulated to her by reading out the guidance provided in your below email); and prior to that specifically asked my property manager whether he knew that it was illegal to serve the tenant notice to vacate the premises.
4. She went through the 'Landlord's Claim for a Monetary Order - RTB file number 775857' in what appeared to me to be a rather awkward and indecisive fashion; without concluding or ruling on each item in sequence, despite this being the central theme of this hearing, and for which both my property manager and I have invested much time and effort to prepare for.
5. As a result of the above, I felt that the entire process was rather disjointed, with a lot of time being spent on clarifying items that were clearly part of the original submission (and of which one could surely have expected a good awareness by all parties). My view is that this list (item 4 above) should have been the main part of this hearing, but in fact almost became subordinate to the other discussions and as a result could not be completed at the hearing today.
6. The tenant dropped out of the hearing after about 60 minutes and the arbitrator took the opportunity to adjourn proceedings at this point and and advised that the hearing would re-convene after the tenant makes his formal submission, which would also afford my property manager the opportunity to provide specific photographic evidence of damage in respect of one item in our claim following which a new date would be determined. The tenant thereafter re-connected and asked specifically whether this particular arbitrator would hear the next session, which she responded to affirmatively. The tenant thereafter asked the arbitrator to spell out her name.

Tami, I regret to say that I am concerned that this hearing (up to the point it was adjourned) did not appear to either me or my property manager, to have been conducted in a fair, thorough or sufficiently professional manner befitting the seriousness of the circumstances of the case. **I would therefore like to ask whether the RTB provisions allow me to make an appeal to request that a different arbitrator be assigned to the next hearing of this case.** Your advice and guidance will be very much appreciated, for after all, the decisions of the arbitrator are supposed to be final and binding and I am told can only be over-ruled by the Supreme Court of B.C.

In case the proceedings of such hearings are recorded as part of due process, I would request that the relative recording be accessed and referred to, in order to assess the veracity of my feelings expressed above.

I look forward to hearing from you at your earliest convenience.
With kind regards

On Wed, Jun 8, 2011 at 4:20 PM, SG Residential Tenancy Office SG:EX <HSRTO@gov.bc.ca> wrote:
Hello

There are some circumstances regarding this and I will address as clearly as possible.

If your tenancy agreement has a "vacate clause", which specifically states that at the end of the fixed term the tenant must vacate then a proper notice would not be required and your verbal notification would have been sufficient. If this is the case then you may seek both months of rental loss as compensation.

However, if your agreement stated any other option (agree to a new term or continue month to month etc.) as to what happens at the end of the fixed term then a landlord must issue a proper notice to end the tenancy. If a landlord wishes to end the tenancy for their own use, the proper notice would be a 2-month notice for landlords use of property. When a tenant receives this 2-month notice, they may **IF on a periodic (month to month) tenancy** provide the landlord with 10-days notice in writing and vacate early. (I suspect this is what your property manager is alluding to). In your situation though, **a tenant cannot use the 10-day notice as there is a fixed term contract in place**. You should be aware as well, that once a 2-month notice for landlords use of property is received, a tenant would be entitled to compensation that is equivalent to one month of rent. This compensation is due no matter what type of agreement a tenant is on. As such, in your situation you may seek the rental loss for June but you would not be entitled to claim for July as the tenant (even had they stayed) may have used the compensation in lieu of paying the final month of rent.

If your property manager issued the 2 month notice you may wish to review the notice. I will attach for your reference: http://www.rto.gov.bc.ca/documents/RTB-32.pdf Please read the second page carefully as this explains the compensation that would be due.
In order to file a claim for the compensation (one or two months of rent-depending on what your agreement states) you must file an application for dispute resolution. Once an application is filed, a hearing will be scheduled and both the landlord and the tenant would have an opportunity to be heard and to submit any evidence to substantiate and/or refute a claim. It would be up to a Dispute Resolution Officer to determine amounts that may or may not be awarded.
Some points to consider:

- Our hearings are conducted by teleconference and generally only take about 1 hour of time.
- There is a $50 filing fee for claims less than $5000 and a $100 fee for claims above that amount that must be paid at the time you submit the application. In your application you may request to recover that fee from the respondent. We may also be able to waive the fee if an applicant can provide proof of income to support that the fee cannot be afforded.
- When you submit your application you will be given some "hearing package(s)", one for yourself and one for each respondent in your application. These packages include a notice of hearing (date, time, telephone number and pass code) of your upcoming hearing, a copy of the application that you submitted and a fact sheet outlining the process.
- It is your responsibility to serve each respondent the hearing package within 3 days of the package becoming available to you. These packages must be served either by registered mail or hand served to the respondent(s)

- Evidence would be anything outside of the hearing package that you would substantiate or refute a claim and must be received by our office at least 5 clear business days prior to the hearing date. Evidence may be faxed, mailed or dropped off in person to one of our branch locations.
- Any evidence submitted to us must also be provided to the respondent(s).

If you are successful you will be granted a monetary order which would be enforceable through small claims court if needed.
An application may be filed online at www.rto.gov.bc.ca through our E-Service, at one of our branch locations or a local government agent office.
I hope that clarifies. You also may find the attached policy guideline regarding fixed term tenancies (and how the end) to be useful: http://www.rto.gov.bc.ca/documents/GL30.pdf
Thank you
Tami
Information Officer
Residential Tenancy Branch

From: s.22
Sent: Sunday, June 5, 2011 6:47 PM
To: SG Residential Tenancy Office SG:EX
Subject: QUERY on an unexpected development re my Lease Agreement

Dear Sirs

I seek your advice on an unexpected development in respect of my lesse agreement.

I have signed an extension of lease agreement with my tenant in British Columbia, which ends 31 July 2011.

In early May 2011, I instructed my property manager to advise the tenant that I was returning to B.C. by the end of July 2011 and wish to take residence in my property with effect from 01 August 2011.

Having received the relevant notification from my property manager, the tenant promptly responded with the information that he would vacate the premises by the end of May 2011, thereby depriving me of rental income for two months (June and July 2011), as it is impractical to have the place rented out for two months.

My property manager considers this to be a legitimate act by the tenant, who he claims, is entitled to do this when under notice.

My point is that the tenant was not under notice but was simply advised that I wished to re-occupy my house at the end of the current lease.

I would appreciate receiving your advice on whether I have a proper basis to seek payment of the two months of rent that I will have lost as a result of the tenant's aforesaid action.

Thank you.
Yours sincerely

s.22

Text Attachment: Log ID 14625

incoming email

From: SG Residential Tenancy Office SG:EX
Sent: Monday, October 3, 2011 4:06 PM
To: Isaac, Moray M MEM:EX
Subject: FW: s.22

Thank you

Seana|Information Officer
Residential Tenancy Branch [RTB] | Office of Housing and Construction Standards
Ministry of Energy and Mines and the Minister Responsible for Housing

RTB offices are now open from 9 am to 4 pm. Information and the E-Service for filing applications for dispute resolution are always available on our website at www.rto.gov.bc.ca

From: s.22
Sent: Monday, October 3, 2011 11:29 AM
To: s.22
Cc: SG Residential Tenancy Office SG:EX
Subject: Re: s.22

The RTB is fixed and it was obvious that the Dispute resolution Officer was favoring the landlord's case. In fact, it was fully apparent that there has been conversation preceding the hearing between s.22 and that there was collusion and a deliberate attempt to abandon the truth and make an illegal judgement. (Again)
See previous dispute resolution(s).

A judicial hearing is in Order and is inecessary I will see the case to the Supreme Court
Legal counsel IS available and I will let the RTB have as much rope as they want to hang themselves...

I cannot lose as I have ALREADY WON. The remainder is just paperwork to deal with these assholes who are going to go down VERY HARD (and will take the present Government with them.) Good Riddance!

Also, it looks like the ladlord has lied to the tenants about s.22 "TAX INCREASE" and the s.22 is not very helpful and will probably require subpoenas to be served.

The RTB owes s.22 $200,000.00 (est) from our previous cases and is now libel for an additional $50,000.00 for joing my latest cases together and thereby reducing my ability to claim fair compensation.

Always remember, the Government does not hire the "cream of the crop" and these losers are very easy to beat.

s.22

On Sun, Oct 2, 2011 at 12:39 AM, s.22 wrote:

That's great buddy,,, Keep both barrels loaded, (or in s.22 case) a B52 loaded with bombs...

We, anyone, that has lived at s.22 have all been lied to or ripped-off in some way over the years. I have to laugh that s.22 thinks he is getting away with it.

I hope s.22 helps support you in this matter. I am available to help in any way.

Cheers, s.22

On 01/10/2011 10:22 , s.22 wrote:
RTB # s.22 AND RTB # s.22 AND RTB # s.22

DEAR s.22 , IS THE GREATEST LIAR I HAVE EVER HAD THE DISPLEASURE TO DEAL WITH...WHAT AN ARROGANT ASSHOLE.

s.22 LIED REPEATEDLY WHILEAT THE RTB HEARING; WHILE HOLDING IN s.22 HAND THE VERY EVIDENCE THAT SHOWS s.22 TO BE THE CONSUMMATE LIAR.

BECAUSE THERE IS NO VERBAL RECORD IT IS "ALWAYS NECESSARY TO FILE AT LEAST "2 CASES THAT WAY IN THE SECOND CASE, YOUWILL FINALLY GET THE OPPORTUNITY TO TO DISMISSS THE LIES WITH PAPERWORK, EVIDENCE.

s.22 THOUGHT s.22 WAS GETTING AWAY WITH IT AGAIN,WITH s.22 VERBAL ARGUMENT; AS THE RTB SHOWS DEFINITE FAVORITISM.
THE PAPERWORK AND SUBMITTED EVIDENCE FULLY SUPPORTS MY ARGUMENTS.
s.22 IS FINISHED.

MY CLAIM FOR COSTS CAME TO $29,000.00 PLUS
I HAD TO REDUCE MY CLAIM TO $25000.000
I AM ASKING FOR $1,000,000.00 IN PUNITIVE DAMAGES

YOUR PATH IS CLEAR, COME OVER FOR A DISCUSSION NEXT WEEK...
BUT MAKE ALL IMPORTANT STATEMENTS AND INQUIRES BY EMAIL SO THAT THERE EXISTS THE WRITTEN COPY. IE: THE EVIDENCE

BEST WISHES, s.22

No virus found in this message.
Checked by AVG - www.avg.com
Version: 10.0.1410 / Virus Database: 1520/3932 - Release Date: 10/01/11

Text Attachment: Log ID 14625

Oct 30 incoming email

From: Martiniuk, Daryn MEM:EX
Sent: Monday, October 31, 2011 9:39 AM
To: Beattie, Michelle MEM:EX; Thompson, Shelley B MEM:EX
Cc: May, Cheryl MEM:EX
Subject: FW: THE Director Victoria Branch

From: Isaac, Moray M MEM:EX
Sent: Monday, October 31, 2011 9:24 AM
To: Martiniuk, Daryn MEM:EX
Subject: FW: THE Director Victoria Branch

From: MEM OHCS Residential Tenancy Office MEM:EX
Sent: Monday, October 31, 2011 8:37 AM
To: Isaac, Moray M MEM:EX
Subject: FW: THE Director Victoria Branch

Thank you

Seana|Information Officer
Residential Tenancy Branch [RTB] | Office of Housing and Construction Standards
Ministry of Energy and Mines and the Minister Responsible for Housing

RTB offices are now open from 9 am to 4 pm. Information and the E-Service for filing applications for dispute resolution are always available on our website at www.rto.gov.bc.ca

From: s.22
Sent: Sunday, October 30, 2011 1:56 PM
To: MEM OHCS Residential Tenancy Office MEM:EX
Subject: THE Director Victoria Branch

To the Director RTB,
Dear Sir, May i suggest that you are responsible for the "MOST RIDICULOUS AND FALSE" Documents that I continue to receive from your Office.

Conclusion: 1) You are unaware
2)You are INCOMPETENT
3) You are CORRUPT and EVIL

DECISION:
Regardless, if it is either #1, #2, #3, or "ALL OF THE ABOVE" ; YOU are LEGALLY responsible and to ME, and YOU will be CHARGED for your BAD SERVICE.
As your Office continues to HARASS me with bullshit, I caution you that your egregious and fradulent actions are to be properly dealt with.

s.22

Pages 9 through 11 redacted for the following reasons:
- -
s.3

p9'

October 6, 2011

Office of Housing and Construction Standards
Director, Residential Tenancy Branch
400- 5021 Kingsway
Burnaby, BC V5H 4A5

Attention: Suzanne Bell / Administrative Penalty

In communicating with another tenant of s.22 (landlords at s.22), it became apparent there was a pattern of egregious behaviour by them that should be addressed for correction. I submit herein a shortened, point form, of the extensive material I will refe ence in the hearing ordered by the DRO on October 19th re file # 776938.

I was a s.22 tenant s.22 beginning May 1st, 2010 and we had a perfectly amenable relationship. Unfortunately, the space was not available for May, 2011 and I negotiated a lease with s.22 for apartment s.22 . It should be noted that apartment layouts are identical throughout this building so I had every expectation of as comfortable a tenancy as in 2010. Unfortunately, this proved not to be the case.

The pattern of mis-representation began with my response to an online ad placed by s.22 . The apartment advertised was not available for the period I required and another in the building was offered. No mention of a higher rent was mentioned in 12 subsequent communications until after I had agreed to rent and then the written lease was offered at higher cost than the advertised unit and with phone service omitted.

Advertised furnishings promised were removed against my written instruction prior to occupancy and no inventory was handed over with the keys. The apartment had been damaged by flooding and this was not communicated until rent cheques were provided and keys were turned over for occupancy.

Services contracted for by paying additional rent were not provided. Even though I submitted written confirmation of the landlord's agreement to provide a specialty cable package at my pre-paid cost as well as phone features, again at my pre-paid cost, the landlord attempted in both instances to charge me additional fees. This created an extremely hostile environment where I was informed in person by s.22 that he never reads emails and would not allow me to speak to the point of the emails.

When I requested the TV specifically promised by s.22 as being in the

apartment and provided her with a copy of her detailed description of it, my email and phone requests were ignored. On the single occasion I had personal access to s.22 (my apartment ,May 13th) I attempted to hand her a duplicate file of the emails I had handed earlier to s.22 . On seeing this attempt, s.22 then pulled her physically from my apartment and told her not to talk to me.

s.22 might respond more appropriately s.22 s.22 and on May 19th attempted to mediate by speaking to both s.22 and s.22 in person in apartment s.22 which they were renovating. They made it clear that the TV would not be provided and invited me to leave if I was unsatisfied. When this was relayed to me I immediately wrote to accept their offer, emailed it and printed a copy. The printed statement could not be given in hand as there was no response to me at the door and the mail slot had been sealed shut. I was forced to tape my acceptance to their door.

s.22 made no attempt to redress my grievance or dissuade me from acting on their invitation to leave after receiving my notice and I subsequently vacated s.22 on March 25, 2011.

As further indication of usual duplicity, I note here that s.22 called s.22 s.22 , and said he wanted to settle this and would return my post dated cheques if he had the correct address. Of course, the actual purpose was only to serve the notice of dispute.

I believe a similar disregard of written undertakings and an intentional, repeated pattern of intimidation which created an intolerably hostile environment can be found in other tenants' experience with the s.22 and needs to be addressed.

I invite you to reference the evidence submitted by myself, s.22 , and the sworn statement of s.22 filed to the RTB office in Burnaby on October 3, 2011 re File #776938.

s.22

Community Legal Assistance Society

providing specialized legal assistance to promote social justice since 1971

COMMUNITY LAW PROGRAM

Please direct your reply to:
Jess Hadley
jhadley@clasbc.net

Our File No. 2350

September 28, 2011

Via Mail

Suzanne Bell
Residential Tenancy Branch
Suite 101, 3350 Douglas Street
Victoria, V8Z 3L1

Dear Ms. Bell:

Re: Residential Tenancy Branch decision-making

In our letter dated June 6, 2011 we said we would review current Branch decisions again in a few months to see if the training program you mentioned has made any difference.

In the course of our law practice we have not noticed any improvement in Branch decisions, but we were hoping to do a comprehensive review of recent decisions posted by the Branch, to get a sense of the bigger picture.

However, I reviewed the Branch website earlier this week, and as far as I can see the most recent posted decisions still date from April 2011. No decisions post-dating the training program you referred to in your letter seem to have been posted.

Could you please advise me when we can expect more current decisions to be posted?

Yours truly,

COMMUNITY LEGAL ASSISTANCE SOCIETY
Per:

Jessie K. Hadley
Barrister & Solicitor
JH/ws

cc. Kendra Milne

ıpson, Shelley B MEM:EX

	Bell, Suzanne N MEM:EX
	Thursday, October 6, 2011 1:41 PM
To:	Thompson, Shelley B MEM:EX
Cc:	May, Cheryl MEM:EX
Subject:	Fw: Residential Tenancy Branch Decision-making
Attachments:	Letter to R Coleman Oct 4 11.pdf

Pls Cliff and ask if CU wants a reply from the MO or us - thx.

From: Wendy [mailto:wendy@clasbc.net]
Sent: Thursday, October 06, 2011 10:56 AM
To: Bell, Suzanne N MEM:EX
Cc: Jess Hadley <jhadley@clasbc.net>
Subject: Residential Tenancy Branch Decision-making

Dear Ms. Bell,

Please find attached a copy of a letter we have sent to Rich Coleman, Minister of Housing, regarding the decision-making of the Residential Tenancy Branch.

Kind regards

Wendy Stewart

Community Legal Assistance Society
#300 1140 West Pender Street
Vancouver, BC V6E 4GI
tel: 604-685-3425
fax: 604-685-7611

Community Legal Assistance Society

providing specialized legal assistance to promote social justice since 1971

COMMUNITY LAW PROGRAM

Please direct your reply to:
Jess Hadley
jhadley@clasbc.net

Our File No. 2350

October 4, 2011

Via Mail

Rich Coleman
Minister Responsible for Housing
PO Box 9060 Stn Prov Govt
Victoria BC V8W 9E2

Dear Minister Coleman:

Re: Residential Tenancy Branch decision-making

Thank you for your letter dated September 20, 2011. It was good of you to review the letter I wrote to my MLA, Dr. Margaret MacDiarmid, about the poor quality of decision-making at the Residential Tenancy Branch.

With respect, though, it appears from your letter that I did not effectively communicate my concerns to you. Let me be clear:

- **Decision-making at the Branch has been consistently poor for the past several years.** My colleagues and I see this in our law practice week in, week out. We hear consistent reports of this from a wide network of legal advocates that we work with across BC.

- **There is no indication that the Branch is taking adequate steps to address the quality of decision-making.** You say the Branch has a commitment to "hold its decision-making and writing to a high standard," and you refer to "steps being taken to improve these decisions." In fact, however, the Branch's decisions have remained poor right up to the most recent decisions that are posted on the Branch's website. It is also a concern to me that the Branch seems to have stopped posting new decisions on its website as of June 16, 2011.

- **The relatively small number of decisions that have been quashed on judicial review cannot reasonably be interpreted as an indicator that the remainder of the Branch's decisions are of a "high standard."** As I am sure you can appreciate, the cost of retaining counsel to do a typical one-day judicial review is well over $5000.00, which means that it is almost always economically unfeasible for landlords and tenants to seek judicial review when they have a problematic tenancy decision. With respect, it would be much more informative to consider the extremely high *proportion* of judicial reviews that lead to Branch decisions being set aside (67%).

- **Poor decision-making is compromising public confidence in the justice system.**

Suite 300 - 1140 West Pender Street, Vancouver, BC V6E 4G1
Phone: (604) 685-3425 Toll Free: 1-888-685-6222 Fax: (604) 685-7611 Website: www.clasbc.net

Minister Coleman, I am passionate about the need for adequate decision-making at the Residential Tenancy Branch. The Branch is not just a clearing-house for large numbers of minor disputes. It deals with a wide range of important and complex legal issues, and it has the authority to make orders that have a major impact on people's lives, such as monetary orders worth up to $25,000, and orders of possession that evict tenants from their homes in as little as 48 hours. These are not decisions that should be made lightly.

In my five years practicing in this area, I have seen the negative impact that poor decision-making has on landlords and tenants. Even worse, I have seen the negative impact it has on public confidence in the justice system. Having seen no discernible improvement in the Branch's decision-making quality over a five-year period, I am committed to bringing this issue to your attention, and I would like to persuade you to take a real interest in ensuring that it is addressed.

I am hoping you will agree to meet with me in person so that I can explain my concerns to you and have a constructive discussion about how the situation can be improved. For example, here are some things I suggest would help:

- More training for DROs;
- Better training for DROs;
- More reasonable timelines for DROs to hold hearings and write decisions;
- Better systems (e.g. checklists) to assist with proper decision-writing; and
- A regular, effective process for auditing decision-making quality.

I look forward to hearing from you soon about a meeting.

Yours truly,

COMMUNITY LEGAL ASSISTANCE SOCIETY
Per:

Jessie K. Hadley
Barrister & Solicitor
JH/ws

cc Dr. Margaret MacDiarmid, MLA – Vancouver Fairview
Shane Simpson, MLA – Vancouver-Hastings
Suzanne Bell, Residential Tenancy Branch

Pages 18 through 20 redacted for the following reasons:
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s.3

14674

s.22

s.22

RESIDENTIAL TENANCY BRANCH
VICTORIA, B.C.
OCT 12 2011
RECEIVED 51

Ms. J. Yuen
Dispute Resolution Officer
Residential Tenancy Branch
c/o 101 - 3350 Douglas Street
Victoria, BC V8Z 3L1

Director, Residential Tenancy Branch
P.O. Box 9844 Stn Prov Govt
Victoria BC
V8W9T2

Re: Mishandling of file numbers 245555 and 775508
Further to "clarification" of August 26

Ms. Yuen,

Thank you for your letter of August 26 in response to my request for clarification of your August 15 decision regarding file numbers 245555 and 775508. I feel compelled to write you again because your clarification is dissatisfying. I had actually expected a response to my request from the Director and if any further communication is forthcoming on this matter I expect that still.

Your decision in this case was wrong and my intent in pursuing this matter is three-fold:

1) To show you that you have in fact been taken in by a malicious and devious tenant,
2) To let you know that you should examine only actual evidence and facts in your decision-making, and
3) To show you how you should have known you were being deceived.

I understand that judicial review is my only remaining legal recourse, which is another matter; it is unconscionable that there is no substantive appeal process within the RTB. Your branch appears to be entirely unaccountable as is demonstrated by the fact that your 'clarification' letter has no return contact information (such as a mailing address) or even your full name.

Additionally there is the ancillary matter of the two decisions made on the call. The first was made within seconds – to end the tenancy. That decision was eminently severable from the monetary order. I asked at the time that you fax a possession order in my favour to the Service BC office in s.22 so that I could serve the tenants on the afternoon of August 11. You failed to even accommodate this reasonable request. Subsequently, Saturday August 13, the fire department was called to my house for a gas leak in the camper the tenants were 'living' in, endangering my house. That same evening several

neighbours called the police to report the tenants drunk, belligerent and threatening. The 6 attending RCMP cars at the time could have removed them by force if they had been served the possession order 48 hours prior as I suggested, serving me and the neighbours of the property well.

Even if the emergency events hadn't happened, your lack of action on the possession order allowed these people to stay on my property an additional 15 days, for free, and with no consequences for whatever they may have done to my house (they had for instance torn apart walls looking for non-existent mold, at a cost to us of more than $1000 overall again with no recourse). You must appreciate that this is untenable. When s.22 were finally able to enter the home, it was a disaster and we spent more than 2 weeks cleaning their filth and repairing their intentional damage. Some of which I identified in evidence and on the phone and some of which occurred after the call.

Now, to the core of the matter at hand. As shown, the mold in question was literally a 2 foot by 3 foot patch of common bread mold almost entirely on a bamboo mat brought from s.22 and placed by the tenant in a back room which was subsequently not heated through the winter. You saw no evidence otherwise because there is none. To deem that an entire house is unliveable because of that is an overreaction on a massive scale. There was never ever any evidence that the house was unsafe, nor that structural repairs were necessary. If a house is unsafe, a home inspector will say precisely that. Can you point to where in either report that is indicated?

However, you mention that 'the tenant did not feel it was safe'. So what? How does what s.22 feels matter? s.22 can 'feel' whatever s.22 likes; it's not my concern nor should it be yours. If you are going to cost me thousands of dollars you had better be able to tell me precisely why, and you were presented with no evidence at all that the house was ever unsafe yet arbitrarily decided it was – that is bias.

s.22

s.22 Utter bunk from a lunatic, and you bought it with my money.

Second, again, neither of those letters has anything whatever to do with my house. The tenant went in to a walk-in clinic and complained until a sympathetic doctor wrote a letter using s.22 words (as I mentioned on the call I did speak with the doctor). So what? The doctor was not a botanist (I am) and is therefore unqualified to identify dangerous mold even if he had ever been to my house, which he had not! Did he diagnose a mold related illness in the tenant? Is there evidence of anything, ever, being physically wrong with s.22 or anyone in the house? Again this relies entirely on the tenant's testimony and therefore again shows me your bias in this matter.

Additionally if the house was unliveable, would I not be liable to provide alternate accommodations? Why was I not? This dichotomy makes your decision nonsensical and again I believe it is crafted entirely

to ensure a zero balance for some perception of efficiency on your part. Would there not also need to be some evidence that the alternate accommodation was at least moderately 'safer' than the rental unit? Does it surprise you to hear that 2 days after the conference call the camper the tenants were living in had a gas leak which almost set my house on fire and could have killed both tenants, the baby, and the grandmother (who had been there for more than 2 months without our permission at that time – again no consequences)? Furthermore where is the air quality sample from the camper showing that it was not moldy? It was in fact very moldy as old decrepit campers are likely to be – far worse than the house at any time.

Also if the house was of no value to the tenants in July and August, why were they there? They had no jobs, no rent to pay, and an RV – they could have gone anywhere but chose to stay on my property specifically because they WERE using it. That should have been self-evident to an unbiased competent investigator even if I hadn't raised it on the call – bias again.

What happened here was that a vindictive and mentally unstable person simply decided to stop paying rent, and there were absolutely no consequences for it except to me, and those consequences were in the many thousands of dollars. Furthermore I believe that if you had been unbiased and competent in handling it you would have seen this.

Your 9-page decision does say that mold should not grow in a house that is being lived in normally. This at least is correct, and is why neither in the three years my family lived in the house nor in the years since has there ever been a problem with mold there except with this tenant. Again, I mentioned this on the call and there is no evidence otherwise because there is no 'otherwise'.

To further inform yourself of how completely you were deceived, I suggest you speak to both the home inspector, s.22 about the mold itself and Constable Yvonne Dibblee of the s.22 RCMP detachment about the marijuana which is at least a likely cause of the mold in the first place (Yvonne.Dibblee@rcmp-grc.gc.ca; s.17 .

And yes, I still believe that you did handle this case incompetently because of bias in favour of the tenant and it has been entirely to my cost. You may be aware that I have asked the Office of the Ombudsperson to examine this case. I expect a much more fulsome report from them which does not preclude a response directly from your Director.

s.22

cc – Office of the Ombudsperson for BC

14662

Arbitration Dispute Resolution
File # 770140
Tenants s.22
Unit # s.22

Oct.6/11

I would like to make a formal complaint against Arbitrator J. Hendrick & try to under stand the thinking & process of an arbitrator who has clearly taken sides of a tenant that really do not care of other peoples property ,& let them move on to only think that every thing is okay ..
On Sept.8th/11,, the three parties had the dispute phone conference , From the start of conversation to the end,, it was clear to myself & my Agent that the arbitrator was leaning towards the tenant & going no were ..
All I want is fairness and some consideration of damage caused to my property & my cost .

1st Vacating notice from tenant ,,Was only two weeks notice , May 15th/11 and s.22 moved out on May31st/11,, I landlord received a phone call on May 15th/11 from tenant s.22 asking me if s.22 could move in s.22 sister & dog .
I respondent ,, Sister maybe,, But dog no .(AS I have a no pet ruling).. That is when s.22 said , I will move, I have a witness to that phone call,& conversation ,,I received the written notice to vacate on May 18th/11 Dated May 5th/11 & I was never served. Both of which are lies .. In arbitration discussion we talk at length over this issue and this was never mention in Dispute Resolution letter.
J. Hendrick did say to s.22 , you should known that its 1st of month to 1st of next month.. Response (I didn't know that) s.22 knew very well .end of discussion .. In retrospect I only got two weeks notice to vacate ..
I landlord got nothing from this lack of Judgement …

2nd
Carpets
This is a four bed room spit level,, Hallway,,13 stairs in all .. New High end Carpet in living room when tenants moved in ,9 years ago .Tenants claimed that that two carpets ,living room , one bedroom & stairs were cleaned five months prior, (not four months as arbitrator stated) what about the rest of carpet . Still in all, front room & stairs were very dirty.. Clear photos of before & after.. It is not an arbitrator position to say a 9 to 10 year old carpet is worn down .A good quality carpet do last & this is.. I got nothing

in resolution, there is something very wrong here ..I only wanted $350.00 To cover a bit of my cost .now this is turning ugly.

3rd
STOVE
This family did a lot of oven cooking and there was thick black burnt grease mainly in the oven , the oven door had to be strip to clean between the three door glass. Photos are clear of what I found . This family plug the sewer line twice while living there with grease, yes cooking grease ,, This caused me hardship & expense . From the Dispute meeting ,I got nothing ..

4th
Front Door Frame
How dare the arbitrator,, And not even mention in Dispute Res.
We cover that topic over the phone conversation very careful & have clear photos of broke frame, what more do we need . There was clearly anger problems in that family, heard it all from neighbours, & children before s.22 bolted ..Yet I got nothing from meeting..

5th
Bedroom # 3 downstairs…
Three holes in wall, (not 2 as mention from arbitrator) One punched in, one lower that was kicked in, &another one cut with saw. Photos for all three.. I got $100.00 for damage 8ft / 12ft wall .. That did not even pay for material Arbitrator Hendrick minimize on important issues , And I do not believe that is the roll an arbitrator should be playing. I tried to do affordable housing & now I am discourage . s.22 was still at $850.00 per month , And did not appreciate that at all.. Its no wonder rents are so high .

My cost to renovate # s.22 After s.22 moved out..

1. Pro Clean June 6th/11 # s.22 Carpet cleaning four bedrooms, Living room, hallway & thirteen stairs $301.60

2. PD labour to s.22 for helping renovate # s.22 56 hours

$1,160.00

3. Stove oven & oven door cleaning, repair light switch & Oven light .,,,,, 10 hours labour .. I had to strip oven door So I could clean the three plated glass . $200.00
4. Front door frame repaired , plus material $125.00

5. Bed room # three,, to re & re 8ft / 12ft wall & paint $ 360.00 I received 100.00 for that job ,, that did not even pay for the material ..

6.. One months rent that I lost for the month of June /11 $ 850.00

Total to renovate # s.22 $ 2,996.60

And this is not including my time of 56 hours of hard & intense Labour of thankless work ..

s.22

s.22

14664

Ministry of Housing and social Development
Resedential Tenancy Branch
Or Whomever Else This May Concern

An Open Letter re File no 762348

Attn Suzanne N. B ell Executive Director R.T.B.
I received the letter" signed by a S.N. Bell dated Aug 15/11 but was disappointed with its contents. In it" was a thank you for my letter of July 17/11 with further questions but of the many, not one was answered.
So in fact what I noticed was scripted rhetoric and a fictionalized question with an answer again designed to jam the cognative process, probably hoping I would just skim quoted figures and presume my real question was answered. THWART ???
My actual profound question specifically asks what is the ratio of tenant/landlord resolution, this may be reviewed on my page one, third sentence. Emphasizing, is the related question found on my page four, second sentence asking what is the actual ratio of success for tenants??? And what is the actual ratio of complicity for landlords??? End quote. This is not a complicated question that remains unanswered among the many! Why?
Further on this topic I would now ask at this time, just how many of the 8753 tenants displaced in 2010 were ~~able~~ able to relate their case in your factional supreme court of B.C.??? And again what is the ratio of their success??? How many have become homeless???
I have a feeling this number of success is less than 1% as the stench of evil seems to be permeating this entire boondoggle.

As an innocent person I have suffered personally and the financial loss is tremendous where my hopes of recovering health/finances hinges on a party faction and cohorts that were all instrumental in this prejudiced descriminitory unjustifiable jack-boot eviction and gauntlet. This is not OK and smacks of a whole new definition of organized crime.

I plan to compile my financial losses into statement form that will show a three percent interest rate compounding monthly commencing the day I was jack-booted from my home of a quarter century.
This statement will be addressed to those" directly responsible, whom must be held accountable, namely the ministry of housing and social development, Residential Tenancy Branch.
It would be morally and ethically wrong to not finally deal with this properly.

I am awaiting your reply and please do not insult me or my intelligence again. Thank you.

Sincerely

s.22

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Vancouver, BC, V5L 3Y3.
Phone: 604-775-0790
Fax: 604-775-0881
jenny.kwan.mla@leg.bc.ca
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Jenny Kwan, MLA
Vancouver-Mt. Pleasant

Fax

14659

To: Susan Bell
Executive Director
Residential Tenancy Branch

From: Jason Blackman,
Constituency Assistant

Fax: 250-356-9377 **Pages:** 2, including cover

Phone: **Date:** October 12, 2011

Re: Letter from s.22

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

Please see attached letter from constituent s.22. We request that you respond to s.22 directly at the address indicated on the letter.

s.22

Susan Bell
Executive Director, Residential Tenancy Branch
PO Box 9844 Stn Prov Govt
Victoria, BC V8W 9T2
Transmitted via fax 250-356-9377

October 12, 2011

Dear Ms. Bell:

I am writing you today in regards to a complaint Residential Tenancy hearing that I had on September 14, 2011 (file#775615). I have attached a copy of the decision for your reference.

I have concerns about the way my hearing was conducted by the arbitrator. The way in which this hearing was conducted was inconsistent with a previous hearing that I have been through and I would like to request clarification on the following points regarding the hearing process:

1) What is the standard of proof for evidence submitted at a hearing?

2) Are arbitrators obligated to follow the four items in the 'test for damages' as outlined in the decision by arbitrator J. Yuen on September 22, 2009 and January 11, 2010? (see attached dispute resolution file#241181)

3) What is the normal timeline for issuing a decision following a hearing? Is it common practice for adjudicators to spend additional time after the hearing to consider the evidence and merits of a case?

4) Are dispute resolution hearings recorded? Is it possible for an applicant to get a transcript or recording of the hearing?

I would greatly appreciate a response to these questions at your earliest convenience.

Sincerely,

s.22

#1070 - 1641 Commercial Drive,
Vancouver, BC, V5L 3Y3.
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Fax: 604-775-0881
jenny.kwan.mla@leg.bc.ca
www.jennykwan.ca

Jenny Kwan, MLA
Vancouver-Mt. Pleasant

Fax

To: Susan Bell
Executive Director
Residential Tenancy Branch

From: Jason Blackman,
Constituency Assistant

Fax: 250-356-9377

Pages: 13, including cover

Phone:

Date: October 12, 2011

Re: Attachments s.22

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

Please append the attached documents to fax that was sent earlier this morning on behalf of constituent s.22

BRITISH COLUMBIA
The Best Place on Earth

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

File No: 775615

In the matter of the *Residential Tenancy Act*, SBC 2002, c. 78., as amended

Between

s.22 **Tenant**

Applicant

And

PETER ROBINSON, Landlord

Respondent

Regarding a rental unit at: s.22 7th Avenue W., Vancouver, BC

Date of Hearing: September 14, 2011, by conference call.

Date of Decision: September 14, 2011

Attending:

For the Landlord: Peter Robinson, Landlord
s.22 , Witness

For the Tenant: s.22 Tenant

BRITISH COLUMBIA
The Best Place on Earth

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

This matter dealt with an application by the Tenant for compensation for damage or loss under the Act or tenancy agreement.

Issue(s) to be Decided

1. Is the Tenant entitled to compensation and if so, how much?

Background and Evidence

This tenancy started on April 1, 2011 and ended on June 21, 2011 when the Tenant moved out. Rent was $325.00 per month payable in advance on the 1st of each month. The rental unit is a room in a boarding house. The Tenant has the shared use of a kitchen and bathroom facilities with other tenants.

The Tenant said that when s.22 responded to the Landlord's advertisement s.22 was advised by the Landlord that it was a quiet building. The Tenant also said that when s.22 viewed the rental property with the Landlord, the Landlord told s.22 that the tenants were mostly older, quiet tenants but that there had been some previous noise issues with the tenant in suite s.22 which he believed had been resolved. The Tenant said the Landlord did not advise s.22 that there were other tenants in the rental property with s.22 The Tenant claimed that shortly after s.22 moved in, however, s.22 was constantly disturbed by noises made by other tenants as follows:

- The tenant in suite s.22 played his stereo loud late at night;
- The tenant in suite s.22 walked around late at night chanting and slamming the bathroom door repeatedly. This tenant also threw garbage downstairs, all of which disturbed the Tenant's sleep;
- The tenant in suite s.22 banged on the floor and spoke loudly to the tenants living on the floor below him. When the Tenant complained about this tenant, this tenant started harassing the Tenant by putting notes under s.22 door and looking in s.22 window when s.22 came and went from the rental property;

- The tenant in suite s.22 had s.22 living with him contrary to the Landlord's policy. This tenant's s.22 let in strangers. This tenant and s.22 s.22 got into loud arguments. This tenant also made noise when s.22 brought bags of cans into the building to sort late at night.

- The shared kitchen facilities are next door to the rental unit and other tenants using it late at night make noise and let other, unauthorized individuals into the building who have set off the fire alarm.

The Tenant said s.22 brought many of s.22 complaints to the attention of the Landlord and the resident building manager but nothing was done. After some time, the Tenant said s.22 found it difficult to contact the Landlord and believed he was trying to avoid the Tenant because he did not want to deal with the Tenant's complaints. The Tenant said the occupant of suite s.22 had s.22 s.22 The Tenant said s.22 could no longer take the noise so s.22 decided to move out that day although s.22 would be "homeless." The Tenant admitted that s.22 and has recently found a residence.

The Tenant argued that the Landlord failed to take reasonable steps to screen potential tenants and failed to take adequate steps to address s.22 complaints about the noise. The Tenant also argued that the Landlord misled s.22 about the building being quiet and claimed that the building manager told s.22 that before s.22 moved in the noise had been much worse (which the building manager denied). The Tenant further argued that the previous occupant of the rental unit moved to another, quieter suite in the building as a result of the noise but that the Landlord had withheld this information from s.22

The Landlord denied that there was an unreasonable amount of noise in the rental property and argued instead that the Tenant's complaints during s.22 tenancy were "incessant, rambling and unsubstantiated." The Landlord claimed that he responded to the Tenant's complaints and took action on those that are legitimate but the Tenant was unreasonable in making demands that he evict others for allegedly making noise. In particular, the Landlord responded to the Tenant's allegations as follows:

- The Landlord claimed he received only 3 noise complaints about the tenant in suite s.22 in June of 2011 and told s.22 that he would end s.22 tenancy if there were any further noise disturbances. The Landlord said there were no further noise disturbances from this tenant after that date;

- The Landlord also said that he spoke with the tenant in suite s.22 about the noise s.22 was making (talking loudly to other tenants) and s.22 stopped (which the tenant denied);

- The Landlord admitted that the tenant in suite s.22 s.22 and that he was not prepared to restrict the

tenant's human rights. The Landlord claimed however, that he was seeking to end this tenant's tenancy for other reasons.

- The Landlord denied that the tenant in suite s.22 had another person living with s.22 and claimed that s.22 was merely a guest. The Landlord denied that this tenant's s.22 let strangers into the building. The Landlord said he advised this tenant not to sort his cans in the building because it was disturbing the Tenant and now s.22 does this outside.

- The Landlord also said that in response to the Tenant's complaint about noise coming from the shared kitchen, he posted a notice advising other tenants not to use that facility between 10:30 p.m. and 8:00 a.m.

The Landlord argued that aside from the 3 complaints about the noise from the tenant in s.22 , he has received no noise complaints from any other of his tenants. In support the Landlord provided written statements from each of the other tenants of the rental property that stated "Other than the odd isolated incident at [the rental property address] I do not find the noise level or disturbances to be overly excessive." The Landlord said that the tenant of the suite on the other side of the kitchen s.22 has resided there for 14 years and has made no noise complaints about the kitchen. The Landlord said there are other tenants who reside on the same floor as the tenant who have lived there from anywhere between 3 years and 30 years. The Landlord denied that the previous tenant of the rental unit left because of noise and claimed instead that he moved to s.22 s.22 In essence, the Landlord argued that any incidences were isolated, infrequent and to be expected in a rooming house.

The Landlord's witness, s.22 said that s.22 also resides in the rental property (although on a different floor than the Tenant) and claimed that s.22 did not get many complaints from other tenants and did not experience a lot of noise s.22 other than the "usual stuff" such as street people pushing carts down the back alley, VGH helicopters flying overhead and emergency vehicles driving by. s.22 . said s.22 could recall only the following incidences during the tenancy period:

- The tenant of s.22 playing loud music in June 2011;
- One occasion when the s.22 of the tenant in s.22 locked s.22 out and s.22 banged on the door and shouted;
- One occasion when the fire alarm went off.

s.22 . agreed that the Tenant left s.22 many, many notes with complaints but s.22 corroborated the Landlord's evidence that these complaints were dealt with by s.22 or the Landlord.

The Landlord also argued that the Tenant was not rendered homeless by him but instead moved out without giving him any notice (or warning that s.22 would move out if the noise complaints were not dealt with) which the Tenant admitted.

Analysis

Section 28 of the Act says that "a tenant is entitled to quiet enjoyment including but not limited to the right to reasonable privacy, freedom from unreasonable disturbance, exclusive possession of the rental unit subject only to the Landlord's right to enter the rental unit in accordance with s. 29 of the Act and use of common areas for reasonable and lawful purposes, free from significant interference."

RTB Guideline #16 – Claims in Damages describes "aggravated damages (in part) as follows at p. 3:

> "These damages are an award, or an augmentation of an award, of compensatory damages for non-pecuniary losses. (Intangible losses for physical inconvenience and discomfort, pain and suffering, grief, humiliation, loss of amenities, mental distress, etc.) Aggravated damages are designed to compensate the person wronged for aggravation to the injury caused by the wrongdoer's willful or reckless indifferent behavior. They are measured by the wronged person's suffering."

The Tenant sought compensation of $150.00 per month for each of the 3 months that s.22 claimed s.22 right to quiet enjoyment was breached due to noise disturbances. The Tenant also sought aggravated damages because s.22 claimed that the Landlord misled s.22 about the rental property being quiet and because s.22 was forced to leave the rental property because the Landlord would not deal with s.22 complaints about the noise.

In this matter, the Tenant has the burden of proof and must show (on a balance of probabilities) that s.22 right to quiet enjoyment was breached and that the Landlord acted willfully or recklessly or indifferent to s.22 suffering. This means that if the Tenant's evidence is contradicted by the Landlord, the Tenant will need to provide additional, corroborating evidence to satisfy the burden of proof. The Landlord argued that many of the Tenant's claims were generalizations and lacking specific dates or details and unsupported by any corroborating evidence. Having reviewed all of the evidence, I also find that this is the case.

For example, the Tenant claimed that the resident of suite s.22 *constantly* made noise throughout s.22 tenancy but then gave evidence that this person had been away for a period of time in June. The Tenant also claimed that the Landlord did *nothing* about s.22 noise complaints but later admitted that the Landlord did speak to the tenant in s.22 about the noise but gave s.22 an invalid notice to end tenancy. The Tenant further claimed that the Landlord did *nothing* about the noise in the kitchen but then admitted he had posted a notice in the kitchen restricting its use in the late evening hours and that the building manager made rounds to ensure the outside access door to the kitchen was closed.

Furthermore, the Tenant provided one written statement from another tenant in suite s.22 who claimed that there was an ongoing problem with the tenant in suite s.22 and with the tenant in s.22 chanting. However, the Landlord also provided a written

statement from this same tenant who claimed that s.22 was not disturbed by noises. This tenant did not attend the hearing to be questioned on s.22 statements and therefore I cannot give either of s.22 statements very much weight because they are inconsistent and therefore unreliable.

Consequently, given the contradictory evidence of the Tenant and the Landlord (and his witness) and in the absence of any additional or corroborating evidence from the Tenant to resolve the contradiction, I find that there is insufficient evidence to support s.22 claim and as a result, it is dismissed without leave to reapply.

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: September 14, 2011.

C. MANARIN
Residential Tenancy Branch

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Dated: September 14, 2011.

C. MANARIN
Residential Tenancy Branch

Decision Sept 12/2009 J. Yuen arbitrator

File. 241181

Applicant. The evidence furnished by the applicant must satisfy each component of the test below:

Test For Damage and Loss Claims

1. Proof that the damage or loss exists,
2. Proof that this damage or loss happened solely because of the actions or neglect of the Respondent in violation of the Act or agreement
3. Verification of the actual amount required to compensate for the claimed loss or to rectify the damage.
4. Proof that the claimant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage

The tenant is alleging that the landlord did not comply with Act by providing the essential facilities. Section 32 (1) of the Act states that a landlord must provide and maintain residential property in a state of decoration and repair that:
(a) complies with the health, safety and housing standards required by law, and;
(b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

Section 27 of the Act also states that a landlord is not allowed to terminate or restrict a service or facility if the service or facility is essential to the tenant's use of the rental unit as living accommodation and if providing the service or facility is a material term of the tenancy agreement.

The fact that the tenant and the landlord had made an agreement that the unit excluded any access to kitchen facilities does not function to release the landlord from its obligation under the sections 32 and 27 of the Act. In fact, section 5 of the Act makes it clear that landlords and tenants may not avoid or contract out of this Act or the regulations and specifically states that any attempt to avoid or contract out of the Act or the regulations is of no effect.

Decision Sept 22/2009 J. Yuen arbitrator

File. 241181

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Test For Damage and Loss Claims

1. Proof that the damage or loss exists,
2. Proof that this damage or loss happened solely because of the actions or neglect of the Respondent in violation of the Act or agreement
3. Verification of the actual amount required to compensate for the claimed loss or to rectify the damage.
4. Proof that the claimant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage

The tenant is alleging that the landlord did not comply with Act by providing the essential facilities. Section 32 (1) of the Act states that a landlord must provide and maintain residential property in a state of decoration and repair that:
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The fact that the tenant and the landlord had made an agreement that the unit excluded any access to kitchen facilities does not function to release the landlord from its obligation under the sections 32 and 27 of the Act. In fact, section 5 of the Act makes it clear that landlords and tenants may not avoid or contract out of this Act or the regulations and specifically states that any attempt to avoid or contract out of the Act or the regulations is of no effect.

Legislation is presumed to be accurate and well-drafted; it is presumed that the legislature does not make slips of the pen. In *Commissioners for Special Purposes of the Income Tax v. Pemsel*, Lord Halsbury wrote:

... I do not think it is competent to any Court to proceed upon the assumption that the legislature has made a mistake. Whatever the real fact may be, I think a Court of Law is bound to proceed upon the assumption that the legislature is an ideal person that does not make mistakes.

So, the next time a DRO admonishes you for telling him or her what is in the legislation and tells you (s)he knows what's in the legislation, be sceptical! Learn what your rights and obligations are and don't make the mistake of assuming the DRO knows what's in the legislation and Rules.

And while I'm on the topic of entering the property: If the landlord is responsible for maintenance of the property, a landlord has a "right" to do this. However, this "right" has to be weighed against the tenant's "right" to "reasonable privacy," so the landlord needs to consider this "right" when deciding how often (s)he needs to be on the property.

Tenants who agree to allow the landlord to keep a fruit or veggie garden on the property need to consider this: Think of a property as a bundle of straw, but instead of the bundle being made up of straw, it is made of "rights." So, when a landlord rents out the property to you, (s)he gives you some of the straw i.e. "rights," but retains some of the straw "rights" for her/himself. The tenant who agrees the landlord can maintain a fruit or veggie garden on the property leaves more straw i.e. "rights," with the landlord, than a tenant who does not agree to such a term. In other words, if the tenant agrees to allow the landlord to keep a fruit or veggie garden on the property, then they have reduced (but not eliminated) his/her "right" to privacy. Tenants need to think twice about entering into a tenancy agreement which allows the landlord the "right" to keep a fruit or veggie garden on the property and either have a schedule of times when the landlord may enter, or have a significantly reduced rent. Keep this in mind when next entering into a tenancy agreement.

Comments (0)

EVIDENCE FOR DISPUTE RESOLUTION PROCEEDINGS

April 23, 2010

Filed under: Uncategorized – admin @ 5:58 pm

I keep on hearing from landlords and tenants who are applicants for dispute resolution proceedings that they have to give their evidence to the respondent 5 days before the hearing. Wake up! This is not what the Rules of Procedure states.

Rule 3.4 states:

To the extent possible, the applicant must file copies of all available documents, photographs, video or audio tape evidence at the same time as the application is filed.

Rule 3.5 states, in part:

Copies of any documents, photographs, video or audio tape evidence that are not available to be filed with the application, but which the applicant intends to rely upon as evidence at the dispute resolution proceeding, must be received by the Residential Tenancy Branch and must be served on the respondent as soon as possible, and at least [first and last days must be excluded] 5 days before the dispute resolution proceeding as those days are defined in the "Definitions" part of the Rules of Procedure.

So, applicants, get your act together and to the extent possible file your evidence at the same time as the application is filed, and evidence that is not available at that time the application is filed, serve it "as soon as possible."

The problem is that Information Officers at the Residential Tenancy Branch, and staff members who assist landlords and tenants in their organizations, are providing poor information and only telling their clients about the "5 day" requirement.

I believe this would quickly change if Dispute Resolution Officers made use of Rule 17.1. It states:

A Dispute Resolution Officer may consider any breach of these Rules in determining payment or re-payment of the filing fee.

If Dispute Resolution Officers made better use of this Rule and, for example, ordered applicants who were successful in their application, bear part of the cost of the dispute resolution fee if they breached the Rules re serving the evidence, this may make applicant landlords and tenants smarten up and comply with the Rules.

Comments (0)

What Must I do to Prepare for Dispute Resolution?

March 26, 2010

Filed under: Dispute Resolution – admin @ 3:01 am

1. The Honourable Mr. Justice Groves stated in *June Ross v. Mrs. Simpson and Karen Knott in their capacity as Dispute Resolution Officers under the Residential Tenancy Act* and *Colene Gudeit, Landlord*, Date: 20080212, Docket: S078505, Registry: Vancouver:

> Dealing with the adequacy of reasons, it is not in my view sufficient for an adjudicating officer to simply set out the criteria on which they are to base their decision and then make their decision without going through any analysis. Reasons require any adjudicating officer to set out a test that has to be met. It requires an adjudicating officer to find some facts, to then apply the facts against the test that has to be met, weigh it and come to some conclusion. ... [Emphasis added.]

2. From this decision we can see that there are 2 elements to a dispute resolution officer's decision. They are:

(1) The facts.

(2) The legal test.

3. Be aware that while some Dispute Resolution Officers comply with the decision of the Honourable Mr. Justice Groves, others do not. The reason for non-compliance could be because the Dispute Resolution Officer is new and no one has drawn it to his or her attention, or it may be that the Dispute Resolution Officer has forgotten. Either way, it won't hurt to include the quote set out in paragraph 1 above with your evidence. If enough clients do it, the message will eventually get through to all Dispute Resolution Officers. Without out it, you take the chance the Dispute Resolution Officer will not set out the test and apply the facts to the test and you are less likely to understand the Dispute Resolution Officer's decision. Be part of the solution, not part of the problem!

Does the Dispute Resolution Officer have to comply with this decision of the Honourable Mr. Justice Groves?

4. Section 91 of the *Residential Tenancy Act* states:

> Except as modified or varied under this Act, the common law respecting landlords and tenants applies in British Columbia.

What is the common law?

5. The common law is law developed by judges through decisions of the court.

But doesn't Section 64 of the Residential Tenancy Act say that a Dispute Resolution Officer must make each decision on the merits of the case?

6. Section 64 of the *Act* states:

...

> (2) The director must make each decision or order on the merits of the case as disclosed by the evidence admitted and is not bound to follow other decisions under this Part [*Part 5 - Resolving Disputes*]

What does it mean when it says "other decisions under this Part"?

7. The "Part" referred to in Section 64 of the *Act* deals with resolving disputes in dispute resolution proceedings under the *Residential Tenancy Act*. Note, it does not say that a Dispute Resolution Officer is not bound to follow decisions of the Court.

8. It states in *Sullivan and Driedger on the Construction of Statutes*, 4th ed., (Butterworths, Toronto) 2002, at p. 186:

> An implied exclusion argument lies whenever there is reason to believe that if the legislature had meant to include a particular thing within its legislation, it would have referred to that thing expressly. Because of this expectation, the legislature's failure to mention the thing becomes grounds for inferring that it was deliberately excluded. ...

9. Because the legislature only stated that a Dispute Resolution Officer is not bound to follow other decisions "under this Part," and did not state that Dispute Resolution Officers are not bound to follow decisions of others, there is a presumption that Dispute Resolution Officers are bound by judicial precedents.

Also, Section 91 of the *Act* (quoted in paragraph 4 above) becomes meaningless if Section 64(2) of the *Act* is interpreted that Dispute Resolution Officers are not bound to follow judicial precedents.

Facts

A "fact" is the truth about what occurred. Facts must be supported with evidence to satisfy the Dispute Resolution Officer that what happened is true.

"Evidence" is defined in the Rules of Procedure as:

Any type of proof presented by the parties at a dispute resolution proceeding in support of the case, including:

- Written documents, such as the tenancy agreement, letters, printed copies of emails, receipts, pictures and the sworn or unsworn statements of the witnesses;
- Photographs, videotape, audiotape, and other physical evidence;
    - Oral statements of the parties or witnesses given under oath or affirmation.

Photographs are usually good evidence to have and so are statements from witnesses. If you are claiming X amount for damages, have a receipt or an estimate to show how you arrived at the figure you are claiming. Remember, the Dispute Resolution Officer has to take into consideration pre-loss depreciation so you may not always get awarded the full cost of replacing the damaged item. You will get awarded the value of your loss.

If you are claiming for a reduction in value of the tenancy think about what portion of the rental unit is affected and for how long. The amount claimed must have some relevance to the reduction in value. Both the applicant and the respondent should provide the Dispute Resolution Officer with what they believe is the reduced value of the tenancy and explain how they came up with the amount they did.

If you are trying to prove "conduct" get statements from witnesses - particularly witnesses who will receive no benefit, other than quiet enjoyment.

I have heard countless times that other tenants are reluctant to be witnesses because they are afraid of the consequences. Remember, under Rule 11.3 of the *Rules of Procedure*, a Dispute Resolution Officer can sever "personal information not relevant to the proceedings." Under the definition of "Personal information" is: "Name, address or telephone number." Balanced against this, is that a person has the right to know who they are being accused by so they can adequately speak to what the witness is talking about. So, if all that is relevant is that the witness lives in a suite contiguous to the offending or offended tenant, a dispute resolution officer may consider a request to sever the personal information and simply refer to them as Witness #1 etc. If the offending or offended tenant or landlord will be prejudiced by not knowing the name of the witness, it is unlikely the Dispute Resolution Officer will sever the personal information.

How do I know what the legal test is?

Tell the Dispute Resolution Officer what you think the test is. They may like the test you set out, or they may find it inappropriate. If you don't suggest a test, you may find the Dispute Resolution Officer doesn't use one and then you'll be left scratching your head at how the Dispute Resolution Officer arrived at the decision he or she did. If the Dispute Resolution Officer finds the test suggested by you is inappropriate, they should be saying why, in the decision. Below are some things to consider:

Damages

10. If it is a monetary claim for damages, the test is set out in Section 67 of the *Act*. It states:

> Director's orders: compensation for damage or loss
>
> Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

11. Remember, as noted above in Section 91 of the *Act*, included in the *Act* are the principles of law and remedies found in the common law. An example of a common law remedy is "negligence."

12. The Supreme Court of Canada (the highest court in Canada) reviewed the law with respect to the consequences of a breach of legislation in *R in Right of Canada v. Saskatchewan Wheat Pool*, [1983] 3 W.W.R. 97. In that decision the court held "breach of statute where it has an effect upon civil liability, should be considered in the context of the general law of negligence." The court went on to state:

1. Civil consequences of breach of statute should be subsumed in the law of negligence.

2. The notion of a nominate tort of statutory breach giving right to recovery merely on proof of breach and damages should be rejected, as should the view that unexcused breach constitutes negligence per se giving rise to absolute liability.

The court concluded: "To be relevant at all, the statutory breach must have caused the damage of which the plaintiff complains."

13. To establish a claim for negligence several elements must be present. They are (1) duty; (2) failure to conform to the standard required; (3) a reasonably close causal connection between the conduct and the resulting injury; (4) actual loss or damage resulting to the interest of the claimant.

14. What this means, for example, is if a tenant tells the landlord about a problem in the bathroom and around the same time there is a problem with the drainage tile around the house that results in moisture getting into a bedroom, and results in the tenant's possessions getting mould on them, the landlord would not be held responsible for the damage unless the landlord was aware of the drainage problem and did nothing about it, or there was a close relationship between the bathroom problem brought to the attention of the landlord, which the landlord failed to address, and the mould found on the tenant's possessions.

15. A tenant must remember the landlord is not the tenant's insurer and sometimes tenants' possessions get damaged (for example if a water pipe behind a wall bursts), but the landlord is not responsible for the loss unless the tenant can prove the landlord was negligent.

16. McGregor, H. writes in *McGregor on Damages*, 15th ed., Sweet & Maxwell Limited, London, 1988, at p.1134

> The plaintiff [i.e. applicant] has the burden of proving both the fact and the amount of damage before he can recover substantial damages. This follows from the general rule that the burden of proving a fact is upon him who alleges it and not upon him who denies it, so that where a given allegation forms an essential part of a person's case the proof of such allegation falls on him. Even if the defendant fails to deny the allegations of damage or suffers default, the plaintiff must still prove his loss.

17. Residential Tenancy Branch Policy Guideline #16 *Claims for Damages* covers this topic in greater depth.

18. A good four-part test used by some Dispute Resolution Officer is:

a. Proof that the damage or loss exists

b. Proof that this damage or loss happened solely because of the actions or neglect of the respondent.

c. Verification of the actual monetary amounts to compensate for the claimed loss or to rectify the damage.

d. The applicant did whatever was reasonable to minimize the damage or loss.

19. **Do not assume that the Dispute Resolution Officer knows the law or what is in the Guidelines. It is up to you to educate yourself and to draw the Dispute Resolution Officer's attention to the relevant law that supports your position as an applicant or a respondent. Cut and paste from this document or the Guidelines if you have to, but make sure you get the relevant law before the Dispute Resolution Officer.**

Breach of the Covenant of Quiet Enjoyment

20. There is a Residential Tenancy Branch Policy Guideline #6 *Right to Quiet Enjoyment* to help you understand this issue more fully.

21. McGregor H. put it this way in *McGregor on Damages*, 16th ed., Sweet & Maxwell Limited, London, 1988, at p.6:

> Before damages can be recovered in an action there must be a wrong committed, whether the wrong be a tort or a breach of contract. Even if a loss has been incurred, no damages can be awarded in the absence of a wrong: it is *damnum sine injuria*. Therefore the preliminary question to be answered, before any issue of damages can arise, is whether a wrong has been committed...

22. In order to be successful in a claim for damages for breach of the covenant of quiet enjoyment, the applicant must prove a "wrong" by the landlord. If the landlord is simply carrying out his lawful right, such as maintaining the property, the tenant would not be entitled to damages unless there was, to use the words in the Guideline, "substantial interference that would give sufficient cause to warrant the tenant leaving the rented premises."

23. Landlords, in particular, need to know what is in this Guideline and need to emphasize to the Dispute Resolution Officer that a grab-bag of tenant's grievances throughout the tenancy does not constitute a breach of the covenant of quiet enjoyment. First, and foremost, there must be a legal "wrong" by the landlord. A Legal right does not become a legal wrong unless there is, to use the words of Lord Denning in *McCall v. Abelesz*, conduct "calculated to interfere" with the comfort of the tenant or his/her family.

24. Written at the top of every Guideline is the following:

> This Policy Guideline is intended to provide a statement of the policy intent of legislation, and has been developed in the context of the common law and the rules of statutory interpretation, where appropriate. This Guideline is also intended to help the parties to an application understand issues that are likely to be relevant. It may also help parties know what information or evidence is likely to assist them in supporting their position.

Are Dispute Resolution Officers bound by what is in the Guidelines?

25. The Supreme Court of Canada (remember, it is the highest court in the land) considered the issue of the effect of Guidelines in *Bell*

Hurst, Janetta K MEM:EX

From: s.22
Sent: Monday, September 26, 2011 1:53 PM
To: SG Residential Tenancy Office SG:EX
Subject: Re: URGENT attention Janetta

NOT Applied

Cliff 14626

So you are saying that you checked the letters in the file and the evidence and you claim it is correct?
Yes we do all make mistakes but then we correct them.
I am not questioning the 'point of law'. What I am simply doing is trying to get your department to check the evidence which you have copies of and get the amount correct. This has nothing to do with the law, it has to do with your department not being able to sort out the facts and the finances.
Yes I am angry as the hearing process is not democratic and then when mistakes are made with simple facts and calculations and then you are not able/willing to correct it.
Normally when you speak with a supervisor they have the education/experience to correct the mistakes but obviously this is not the case in your office.
Thank you
s.22

----- Original Message -----
From: SG Residential Tenancy Office SG:EX
To: s.22
Sent: Monday, September 26, 2011 1:24 PM
Subject: RE: URGENT attention Janetta

Hello s.22

I do appreciate the frustration you went through from the start of this application, but we did try and accommodate you to the best of our abilities to have your application heard with your tenants'. None of us are infallible and when we make mistakes, we try and correct them when necessary and when requested to do so. But in this most recent request, there were no further errors on the part of the dispute resolution officer. If you still feel that is not the case, then you have the right to take action through the next process which would be the Supreme Court for Judicial Review. This process is for those who feel that we have: erred on a point of law, not given you the opportunity to be heard or you felt there was bias . You have 60 days from the date of the most recent decision in which to file this.

You may also forward a formal complaint in writing to our Executive Director, Ms. S. Bell at P.O. Box 9844, Stn. Prov. Gov't. Victoria, BC V8W 9T2.

Thank you,

Janetta, Senior Information Officer
Residential Tenancy Branch [RTB] | Office of Housing and Construction Standards
Ministry of Energy and Mines and the Minister Responsible for Housing

RTB offices are now open from 9 am to 4 pm. Information and the E-Service for filing applications for dispute resolution are always available on our website at www.rto.gov.bc.ca

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From: s.22
Sent: Monday, September 26, 2011 1:01 PM
To: SG Residential Tenancy Office SG:EX
Cc: Krog.MLA, Leonard LASS:EX
Subject: Re: URGENT attention Janetta

Hi Janetta
I just remembered that is was you whom I talked with prior to the hearing as the office in Nanaimo has made a mistake and had not collected the money. s.22 and was told that if I did not pay this immediately my case would

Hurst, Janetta K MEM:EX

From: SG Residential Tenancy Office SG:EX
Sent: Monday, September 26, 2011 1:24 PM
To: s.22
Subject: RE: URGENT attention Janetta

Hello s.22

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From: s.22
Sent: Monday, September 26, 2011 1:01 PM
To: SG Residential Tenancy Office SG:EX
Cc: Krog.MLA, Leonard LASS:EX
Subject: Re: URGENT attention Janetta

Hi Janetta
I just remembered that is was you whom I talked with prior to the hearing as the office in Nanaimo has made a mistake and had not collected the money. s.22 and was told that if I did not pay this immediately my case would not be heard with the tenants case. As a result of the incompetence I had to drive to the Access Centre and then spend 45 minutes in the line up.
Then after the hearing the amounts were wrong so I went down again and spend another 50 minutes in the line-up, not to mention by time involved in dealing with your departments incompetence.
Can you imagine how I felt when I received the second notice not only with the wrong amount but some of the facts which the officer re-iterated from the hearing, crossed out and changed to the opposite.
I am appalled at your departments incompetence and more applaled by the fact that the public has no choice, not any appeal process.
I am hoping that someone in your department is competent enough to check the file and get both the facts and the figures correct after many attemps.
Thank you

s.22

----- Original Message -----

Hurst, Janetta K MEM:EX

From: s.22
Sent: Monday, September 26, 2011 12:46 PM
To: SG Residential Tenancy Office SG:EX
Subject: Re: URGENT for Janetta

Addition to information sent: Jan replied to

You are correct that I did hold part of the pet deposit for utility bills, however as you are aware this is why they were awarded 2 pet deposits, however they did receive the equivalent of cheques and utility bills equalling one pet deposit amount of $597.50 and s.22 attested to this at the hearing.

----- Original Message -----
From: SG Residential Tenancy Office SG:EX
To: s.22
Sent: Monday, September 26, 2011 12:19 PM
Subject: RE: URGENT

Hello s.22

I have looked at the request for correction that was received from you on September 6th. In it you maintain that there was an error in calculation due to the return of the **full** pet damage deposit. On reviewing the decision and analysis of the calculations, it would appear that you in fact *did not return the full pet damage deposit,* but only a portion thereof and retained a portion of it towards utility bills. DRO Maddia's calculation was based on this information provided by the tenants, and in absence of evidence to the contrary. Although you had indicated you would return all of the pet damage deposit, the tenants provided evidence to show that they had only received a total of $444.25 and not the full $597.50. Therefore, the corrected amount of $572.63 is correct and the order and decision stand. Please refer:

Double the deposits based on Section 38(1) of the RTA = $2390.00	
Amount already returned to tenants	[444.25]
Balance owing to tenants for deposits:	[$1945.75]
Amount awarded to landlord for countertops	$1373.12
Balance owing to tenants:	[$572.63]

If you still feel there is a mistake, or you would like further clarification, please make your request formally on the 'request for clarification' form. Please note that neither a request for correction or a request for clarification, is an opportunity to have the matter re-heard .

Thank you,

Janetta, Senior Information Officer
Residential Tenancy Branch [RTB] | Office of Housing and Construction Standards
Ministry of Energy and Mines and the Minister Responsible for Housing

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From: s.22
Sent: Monday, September 26, 2011 10:27 AM
To: SG Residential Tenancy Office SG:EX

Hurst, Janetta K MEM:EX

From: s.22
Sent: Monday, September 26, 2011 12:43 PM
To: SG Residential Tenancy Office SG:EX
Cc: Krog.MLA, Leonard LASS:EX
Subject: Re: URGENT

This is incorrect
I returned the amount of the full pet deposit which is $597.50 and s.22 stated this at the Hearing.
This is the breakdown:

Total		$597.50
Cheque 7 May	197.50	
Cheque 2 June	246.75	

Plus the utility bills as follows: which copies were sent to the tenant:

Fortis BC March 23	77.53
Fortis Bc April 20	28.79
BC Hydro March 24	46.93

If you add the cheques plus utilities this equals $597.50 which is the total of the pet deposit.

The utilitey bills were nothing to do with the pet deposit and were taken off the damage deposit.

Therefore I owe double pet deposit (the amount of one has been returned) plus double damage deposit less countertop which is:

double deposits	2390.00
Amount already returned	(597.50)
Balance Owing to Tenants	(1792.50)
Countertops	1373.12
Balance Owing to Tenants	(419.38)

You continue to make mistakes and expect me to take time off work to go and put in formal requests. This is outrageous.
The tenants told Mr Madia at the Hearing that they received the pet deposit amount back and the copies of the utility bills.
The other items were decucted from the DAMAGE DEPOSIT.
Please read the evidence letter sent by me to s.22 dated 31 May, 2011 which explains first the PET DEPOSIT being FULLY RETURNED and the last paragraph has nothing to do with the pet deposit but goes on to talk about the DAMAGE DEPOSIT.
I am not asking for anything to be re-heard. I am simply asking for your officers to be competent in their jobs and not to put the public through this time and stress inconvenience.
I think your departments incompetence is deplorable.
I sincerely hope that you will now correct this notice
s.22

----- Original Message -----
From: SG Residential Tenancy Office SG:EX
To: s.22
Sent: Monday, September 26, 2011 12:19 PM
Subject: RE: URGENT

Hello s.22

Hurst, Janetta K MEM:EX

From: SG Residential Tenancy Office SG:EX
Sent: Monday, September 26, 2011 12:19 PM
To: s.22
Subject: RE: URGENT

Hello s.22

I have looked at the request for correction that was received from you on September 6th. In it you maintain that there was an error in calculation due to the return of the full pet damage deposit. On reviewing the decision and analysis of the calculations, it would appear that you in fact *did not return the full pet damage deposit,* but only a portion thereof and retained a portion of it towards utility bills. DRO Maddia's calculation was based on this information provided by the tenants, and in absence of evidence to the contrary. Although you had indicated you would return all of the pet damage deposit, the tenants provided evidence to show that they had only received a total of $444.25 and not the full $597.50. Therefore, the corrected amount of $572.63 is correct and the order and decision stand. Please refer:

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Amount already returned to tenants	[444.25]
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Amount awarded to landlord for countertops	$1373.12
Balance owing to tenants:	[$572.63]

If you still feel there is a mistake, or you would like further clarification, please make your request formally on the 'request for clarification' form. Please note that neither a request for correction or a request for clarification, is an opportunity to have the matter re-heard .

Thank you,

Janetta, Senior Information Officer
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Ministry of Energy and Mines and the Minister Responsible for Housing

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From: s.22
Sent: Monday, September 26, 2011 10:27 AM
To: SG Residential Tenancy Office SG:EX
Cc: Krog.MLA, Leonard LASS:EX
Subject: URGENT

Re. File No 245222
The decision at the hearing was that I was to pay double damage deposit and double pet deposit and they were to pay me for a new kitchen counter.
I already paid one pet deposit which is outlined on the letters in evidence 31st May and 7th May.
The Officer had the wrong amount on the original order. I spent at least 40 minutes in the line up at Service BC in order to send a correction notice. I oulined in the correction notice what was wrong and received another notice four days ago...wrong again and he has changed the facts.
This is unacceptable. How can someone so incompetent make clear decisions at a hearing.
I have contacted my MLA regarding this matter, however need this corrected and a new notice sent so I can pay the tenants.

I cannot go to Service Canada again and there is no phone number to contact the officer directly.
This matter needs immediate attention
Thank you

s.22

Text Attachment: Log ID 14741

Incoming

From: Bell, Suzanne N MEM:EX
Sent: Wednesday, October 26, 2011 5:47 PM
To: Thompson, Shelley B MEM:EX
Subject: Fw: complaint regarding DRO

Pls cliff for response. Thx!

From: s.22
Sent: Wednesday, October 26, 2011 04:49 PM
To: Bell, Suzanne N MEM:EX
Subject: complaint regarding DRO

Hello Ms. Bell,

My name is Kris Sutherland and I am a Residential Tenancy Advocate with the Kettle Friendship Society. s.22 s.22 A big part of my work involves assisting clients with dispute resolution hearings.

I would like to register a complaint with you regarding a hearing presided over by DRO Ceraldi for files #778551 and 778552 (the files were joined). In this hearing I acted as the advocate for the tenants. The matter involved the tenants' request for an order of possession. My supervisor and my supervising lawyer have both reviewed the decision and feel that it would be appropriate to review it at Judicial Review. However, my clients have decided that the risks involved in doing so are too formidable and have decided to move out of s.22

Mr. Ceraldi incorrectly lists the landlord as the tenant and the tenants as the landlord on the first page of his decision. This in and of itself is a minor matter. However, in this case I submit that it reflects the overall level of attention which Mr. Ceraldi directed to writing the decision.

During the hearing, I presented two arguments to Mr. Ceraldi. One involved asking whether a notice to end a tenancy given by a tenant under threat by a landlord is enforceable. In this case, the tenants involved were told that if they did not give their notices, the property manager would call t s.22 s.22 I also argued that the landlord was guilty of an offence under s.95(2) of the Act because s.22 did make a report based on s.22 allegations to the Vancouver Police Department and MCFD once the tenants served her with Dispute Resolution hearing documents. In his decision, Mr. Ceraldi only focused on whether I had provided sufficient evidence to prove an infraction of s.95(2) and never dealt with the issue around the validity of notice given under duress.

In his decision, Mr. Ceraldi states that the evidence of our witness "could not be relied upon as they only heard a portion of the conversation and was unaware of the context of the conversation." However, at no point during his questioning of our witness did he ask s.22 about s.22 location in regards to the overheard conversation or whether s.22 heard the whole conversation. He completely disregarded s.22 evidence without providing an adequate explanation for why he did so.

It is our position that Mr. Ceraldi's decision does not properly explain what evidence he relied on and how he reached his decision. His decision does not, in my opinion, accurately reflect the information which was presented at the hearing. I would request that the matter be broached with Mr. Ceraldi and that he be encouraged to ensure that his future decision meet all requirements of procedural fairness.

Feel free to contact me if you have any further questions about this decision.

Regards,

Kris Sutherland
Advocate
The Kettle Friendship Society
1725 Venables Street
Vancouver, B.C.

V5L 2H3
ksutherland@thekettle.ca
P:604.253.0669
F:604.251.2834
□ Please consider the environment before printing this e-mail.

Text Attachment: Log ID 14761

Incoming

From: MEM OHCS Residential Tenancy Office MEM:EX
Sent: Tuesday, November 1, 2011 1:41 PM
To: Martiniuk, Daryn MEM:EX
Subject: FW: File # 780904 (send to: Suzanne Bell)

Addressed to Suzanne

Steve | Information Officer
Residential Tenancy Branch [RTB] | Office of Housing and Construction Standards
Ministry of Energy and Mines and the Minister Responsible for Housing

RTB offices are now open from 9 am to 4 pm. Information and the E-Service for filing applications for dispute resolution are always available on our website at www.rto.gov.bc.ca

From: s.22
Sent: Thursday, October 27, 2011 10:16 AM
To: SG Residential Tenancy Office SG:EX; SG Residential Tenancy Office SG:EX
Subject: File # 780904 (send to: Suzanne Bell)

I have phoned a few times to your office to discuss my hearing on Tuesday, October 25th at 1:30 pm. In our conference call, I listened to the tenant's concerns and waited patiently for my turn to speak. I asked to clarify my tenant's remarks and waited for my turn (which I was told at the start to wait for your turn to speak and everyone will get a chance). I went though the entire process of filing my application for a resolution hearing and gathering evidence and then sending it priority post to the other party.....but I did NOT get my chance to express my concerns.

My tenants are responsible for the water damage to my carpet and the holes in the walls of my new condo. I submitted photos and the plumbing report from the company coming out to do the work and it states that the holes in the wall are the result of the tenant not informing them of him causing the toilet to overflow. He was asked this prior to the plumber and building manager ripping open the wall (I have extensive damage to unit, way beyond the damage deposit of $450). He did not give this information and then decided to let us know after the work was done...I also took off from work to get there. In addition my oven was damaged and cost me over $300 to repair....bill also submitted as evidence.

The information my tenant brought up in the hearing was never sent to me.....I was under the impression that both parties are privy to evidence and a copy of the receipt from Canada Post needs to be submitted. I also did not sign any copy that the tenant mentioned or have any information about a forwarding address.

I feel I have tried to follow protocol and felt the process was flawed with procedure not being followed. I put allot of time and effort into gathering materials for my hearing and feel quite upset in how it was handled.

Please look into this and provide my concerns to the officer before a decision is made. I think it is quite unfair now for me to have to refile and go thought the process again because I want a review if this was not handled adequately in the first place.

Thank you for addressing my concerns.

s.22
File # 780904

s.22

14718

To whom it may concern, Regarding the final walk through and return of Keys at s.22 on June 30th 2011. FILE # 777-582

My name is s.22, I was visiting from s.22 when s.22 was moving and cleaning and fixing things at the above address that she was moving out of.

I met with s.22 Landlady on as pre-arranged, for the final walk through and return of Keys, as s.22 had to work and was unable to do so.

We met outside the town house, and talked for awhile about my trip from s.22, I told her about a place we stayed called s.22. She told me that was where s.22 we also talked about s.22 and likes country living vs the city. I am telling you this to show I remember that day very well.

When we went inside, the first flight of stairs, s.22 said nothing s.22 wanted to start on the top floor. Going up the stairs to the bedroom level, there were a couple marks on the wall, that wouldn't completely come out.

I said, any marks left, you may notice they start low and get a little higher as I was grabbing, she said that was just wear and tear over the years s.22

We started in the two smaller bedrooms, I showed s.22 the closets, windows and the sanding and puttying of any small holes, she said it all looked good. Next was the hallway bathroom, that was scrubbed down everywhere, we talked about the design they put on toilets, that make it harder to clean, s.22 said it looked great, left the window open for fresh air.

Into the hallway I told s.22 how the laundry area was cleaned all in and around the washer and dryer, s.22 said, that was good, thank you, I opened the laundry doors for her, she just had a quick look, said it looks good. We went into the Master bedroom s.22 had a quick look around and said it looked real good. I opened the closets to show they were cleaned, s.22 didn't look much and said O.K good.

Into the master bath s.22 looked at the changing of everything, and said it looks real good. I pointed out to s.22 a discolored spot on the floor of the shower that cleaners wouldn't totally clean, because of the porous surface, for non slip floor that apparently built up over the years, s.22 said that was fair, nothing else could've been done. Before we went downstairs, s.22 opened the windows again for fresh air.

Then we went downstairs to the main floor. s.22 first went to the back yard that s.22 did by putting fresh dirt and totally re-seeded. s.22 told me that was great, that s.22 did a real good job, and that they will have to keep it up.

Coming back inside, s.22 noticed that s.22 fixed and painted all the trim on the sides and bottom of the sliding doors. s.22 said how glad s.22 was that it had been done, that it looks real good. That's when I told them that s.22 did the same thing to the balcony doors s.22 said s.22 had really been busy.

s.22 was then looking at the living room, I told s.22 about all the sanding, filling and sanding again, after any cracks on the walls so they would be smooth and ready for paint. s.22 said that was perfect because painters were coming next weekend.

s.22

s.22 continued looking around the living room, s.22 pointed out a spot on the carpet and said that s.22 already knew about it, that s.22 spilled something and that it was no problem. I said, speaking of s.22, lets go into the kitchen s.22 and check out what was stuff of. s.22 That was on the wall. I told s.22 it was cleaned but would not completely come out, and that paint would color right over it, s.22 agreed and said ok yeah. I then was telling s.22 that the stoppers and stoke were pulled out, taken apart and cleaned, after she said that was real good - Thank You, and had a quick look. I began opening every board so s.22 could see they were cleaned. I also told her that s.22 never used the dish-was her, and said that s.22 and myself were probably the only People that doesn't use the dishwasher, s.22 said you're probably right. I said that it would improve down and run through anyway. s.22 said it all looks good.

We were standing at the counter, I asked s.22 the keys, neither of us knew which one was for the mail room, so she decided to walk down there and check the keys

I then told him about the garage opener, that s.22 said s.22 cannot have taken one when s.22 left, and that s.22 was the other one s.22 admitted by last, and that s.22 knew that would be taken out of s.22 deposit. s.22 was fine with all that. We were talking about s.22 and s.22 as we were getting ready to head out. I told s.22 have s.22 had it was for

s.22

s.22 said that they were going to start some renovations right away and put it up for sale. We were about to go outside, when I opened the door to the garage to show s.22 that s.22 had cleaned and mopped the floor. s.22 had a look and said O.K. We went out to go, the mail room, on the way

s.22 s.22

s.22

We got to the mail room, and s.22

tried the keys, they were good. We walked back, Before we boarded [illegible] our cars, I gave s.22 my phone number and address. s.22 said Thank you so much for taking the time to meet s.22 and go through the house. I said no problem. She said to tell s.22 that s.22 would call s.22 in a couple days. s.22 told me, have a great s.22 We said our good-bys and left.

Sincerely,

s.22

s.22

14739

October 25, 2011

Letter to Executive Director of Residential Tenancy Branch

October 22nd, the Landlord cut off the heat to our suite by disconnecting our in floor heat. The utilities are fully paid in advance at a rate of $150 per month for gas, electricity, water, sewage, and garbage removal.

We believe that the Landlord's action is in retaliation to the Dispute Resolution proceedings regarding File#777881 and File#780946(Applicants – s.22 , Respondent – s.22

The DRO accepted evidence from the landlord served to us 3 days before our hearing of Aug 30th. Now, in our current dispute with our hearing set for Oct 27th, we need to DRO to accept our evidence regarding the illegal action of turning off the heat by the Landlord. We are aware that evidence has to be delivered 5 days prior to a dispute, but this is an emergency situation. We need the Director or the DRO to force the landlord to turn the heat on, keep all utilities on, and compensate us with a monetary order of $1000 for damages for this illegal act by the landlord. We have paid for these utilities in advance.

In our Dispute Resolution hearing of Aug 30th, the DRO was constantly asking us to settle with the landlord and to pick a date to move out. We signed a 1 year fixed term lease and we wish to stay here for that period. It costs a lot of money to move, let alone the cost of emotional and physical strain on us. Why can't our rights be enforced to live in peace instead of being asked to come up with a mutually agreed date to move out? We wouldn't file a dispute resolution at all had we agreed to move out on a mutually agreed date.

Inaction by the Executive Director or the RTB can lead to homelessness. We ask that the Residential Tenancy Act be enforced to its full extent on this landlord because s.22 has no regard for the law. s.22 has illegally cut off our heat. It is the Executive Director's responsibility under the Act to enforce the Act and to use its' office's powers to prevent abuse and harassment from landlords. It is in the Act that you can apply an administrative penalty to the Landlord for up to $5000. This part of the Act should be enforced to send a message to all landlords, but in particular, this landlord, to deter landlords from disconnecting essential services without cause.

Tenants have a right to quiet enjoyment and not have to be subjected to constant harassment from landlords.

s.22

s.22

RESIDENTIAL TENANCY BRANCH
BURNABY, B.C.
OCT 25 2011
RECEIVED 31

14743

FAX COVER SHEET

Operator Sending:	s.22
Fax Number:	250-658-5821
Intended Receiver:	Director, Residential Tenancy Branch
Fax Number	1-250-356-9377
Number of Pages including this one:	3
Date:	October4 21, 2011

Re: Dismissing applications

s.22

October 21 , 2011

Director,
Residential Tenancy Branch,
Victoria, BC

To Whom it May Concern:

I have seen 2 recent cases where one of the parties sent in a written submission to the RTB and to the other party prior to the hearing, in accordance with the Rules, but the person who sent in the written submission did not personally attend the hearings. In both cases the DROs do not appear to have considered the merits of the application (even though there was a written submission providing the applicant's evidence) and they "dismissed" the applications. (I have not included the file numbers in this letter because I am making a general enquiry, but I could be provided the file numbers if you'd like them.)

As you are probably aware, Section 74 of the *Residential Tenancy Act* (and 67 of the *Manufactured Home Park Tenancy Act*) states: "Subject to the rules of procedure ... the director may conduct a hearing ... in the manner he or she considers appropriate."

Rule 8.1 of the Rules of Procedure states: "The Dispute Resolution Officer must conduct a dispute resolution proceeding in accordance with the *Act* and the Rules of Procedure."

Rule 8.5 states: "A dispute resolution proceeding may include submissions: (a) made orally in person or by conference call; *or* (b) made in writing ...." By making a distinction between "in person," or "in writing" this shows a choice is available.

s.22 where a tenant was disputing a notice to end tenancy but at the last minute the tenant, s.22 s.22 , s.22 didn't want an adjournment because delaying a decision on whether or not s.22 tenancy was going to end wasn't going to help s.22 to get on with s.22 life, so s.22 sent in a written submission. It was a risky route for an applicant to take, but the Rules allowed for this process so s.22 utilized it. s.22 was successful in her application. The Notice to End the Tenancy was set aside. I can't remember the grounds, but I do remember thinking what an intelligent Rule this was.

I have 2 questions:
(1) Why are DROs ignoring Rule 8.5?
(2) Why are DROs dismissing applications when their decisions do not reflect whether or not they have considered the merits of the application?

As counsel for the RTB will be able to confirm, a matter is not *res judicata* if there has been no ruling on the merits of an issue. In court, if counsel for the Plaintiff/Petitioner doesn't show up in chambers on the scheduled date, the matter is just struck from the record. Counsel for the Plaintiff/Petitioner can

judge takes this into consideration when deciding whether or not to award costs.) If I'm correct that DROs are simply dismissing cases because a person doesn't show up, and doesn't look at the merits of the application when there are written submissions for them to consider, then the court process is infinitely more fair that the current residential tenancy process.

By "dismissing" an application without saying whether or not the application has been considered on its merits creates future problems.

As your are probably aware, pursuant to Section 64 of the *RTA* (and 57 of the *MHPTA*) DROs are not bound by one another's decision, but what we don't know is how a second DRO would consider an application of someone who reapplies where there is uncertainty as to whether or not the original application was considered on its merits. If the original DRO said "I have dismissed the application without making any findings of fact or law with respect to the merits of the application" this would make it plain for the next DRO whether or not the merits had been considered. If they haven't been considered, the second DRO is free to consider the application and enquire into why the applicant didn't show for the original hearing. If the answer was I forgot about the hearing because "my spouse had a heart attack the day before and I was so concerned about attending to his/her needs I simply forgot about it," and provided proof by way of doctor/ hospital records, then the second DRO could find there were legitimate grounds (that are outside of the Revue grounds) for the non-appearance and proceed to hear the application on its merits. The DRO could take into consider Rule 10.1 "commencement of the dispute resolution," and Rule 17.1 "Non-compliance with the Rules of Procedure," when awarding the filing fee.

If on the other hand, there was no valid excuse and the reapplication looks like it was simply made to buy time, the second DRO could find it would be too prejudicial to the party who turned up the first time, and pursuant to Section 62 of the *Act* dismiss the application on the basis that it is an abuse of the dispute resolution process. The process is not there to allow people to buy time.

If the second DRO simply rules that because the first DRO "dismissed" the application (without knowing whether or not the original application was dealt with on its merits) then this would require a Judicial Review application on grounds of an unfair process or fettering of discretion, etc.

It appears to me that these matters are "procedural," therefore the Director could have some control over them by way of policy. So, could you please let me know if management supports (1) DROs ignoring Rule 8.5 and is in favour of them not considering applications on their merit when the applicant has provided a written submission but doesn't show up to the hearing and (2) whether management is in favour of dismissing applications without the merits of the application having been considered without the requirement for DROs to clearly state in his/her decision whether or not the merits have been considered.

If you agree DROs should be complying with Rule 8.5 and should be clearly stating in their decisions whether or not any findings of fact or law have been made with respect to the application, are you willing to raise this matter with the DROs?

Thank you.

s.22

Gmail by Google

14665

RECEIVED
OCT 12 2011
EXECUTIVE DIRECTOR
RESIDENTIAL TENANCY BRANCH

Jack Wood s.22

(no subject)

1 message

s.22 Tue, Oct 11, 2011 at 1:30 PM

October 11, 2011

To the Executive Director of the Residential Tenancy Board, Susan Bell:

In the past four months I have made three applications to the residential tenancy board for hearings regarding the same deficiencies in my rental home at s.22

These deficiencies were discovered within the first four days that I took occupancy of the home on May 1, 2011. I wrote and called the landlord regarding the problems but did not receive a response. Deficiencies included large amounts of glass in various parts of the property, rats in the home, electrical problems, no heat in my large master bedroom, and carpeting that was obviously not cleaned when I moved in and smelled terrible. And there were other problems.

Even though I wrote to the landlord, s.22 requesting that they fix the deficiencies within two weeks I did not receive a response until June 1, 2011, three weeks later, to discuss repairs. This time, s.22 s.22 called me and said he did not see the letter I sent to s.22 .s.22 also told me that both s.22 owned the home and s.22 was the "other" landlord.

I again emailed the letter of deficiencies to the s.22 so that s.22 could view the list of deficiencies before coming to the home. Again, I received no response.

In mid June I called s.22 to ask s.22 if s.22 I come over to discuss deficiencies. s.22 said s.22 come over that night and would call me later in the day. At 5:30 pm I called s.22 to find out when he'd come over and s.22 did not call me back.

At this time I made my first complaint to the RTO.

I provided all the appropriate materials. There was a mail strike at the time and I had the materials delivered the day I received the proper application forms and hearing date. I sent the materials to s.22 s.22 by overnight mail, federal Express.

The hearing was to take place on July 18, 2011. On this date Officer Lam presided over the hearing. s.22 s.22 claimed that s.22 only received my package one week prior to the hearing date. Although s.22 said s.22 would go through with the hearing that day, Officer Lam encouraged s.22 to take time to review the materials and respond. A new hearing date was set for August 18, 2011 (File number 775849)

On August 18, another hearing took place and once again, s.22 , the landlord was present and stated that s.22 did not present any arguing materials to me or the Residential Tenancy Board. Of course, I found this frustrating because Officer Lam granted s.22 an additional month to supply arguing materials and he supplied nothing. The hearing took place. Officer Lam decided that s.22 needed to make repairs to 11 items.

expired

The Landlord and I made an agreement with Officer Lam to meet on August 23 to go over all the items that needed to be ~~prepared~~ and did so. See pages that I've numbered 1 through 4 which detail Officer Lam's decision and the repairs that the Landlord was to make.

I waited for the Landlord to give me dates to make repairs. I sent him 5 dates that I was available for s.22

to enter the home to make repairs. s.22 did not send me any dates whatsoever.

I called the Landlord on a August 27, to find out when s.22 be coming to my home. s.22 told me s.22 come the next day from 8 to 11am, which was a Sunday morning and s.22 (this was not one of the dates I sent and s.22 . I let s.22 come to do the glass cleanup work that s.22 said s.22 wanted to do (which, s.22 did not complete sufficiently). s.22 brought over an unlicensed electrician to work on the house and I told s.22 that I could not allow an unlicensed professional to work on the electrical as per Officer Lam's orders. They worked on few items inside the home – of which s.22 did not mention they wanted to do that morning – they left the door open repeatedly s.22 and left rat poison on the floor. They complained when I asked them to clean the rat poison up that they left on the floor. They were not respectful of me or s.22 my time, yelled at me when I told them that their electrician could not work on the house, and I had to tell them to leave for the day.

As you can see from the above information. I have made all the attempts to communicate with the Landlord. The landlord rarely communicates with me. And s.22 does not take responsibility for the maintenance of the home, most especially, health and safety matters. I have had to be extremely patient with the Tenancy Board and the landlord.

The Landlord put the home up for sale in August. I have been an excellent tenant and I've gone out of my way to make the home attractive for viewings on two occasions.

I have been receiving eviction notices that don't give any explanation as to why the Landlord feels s.22 can evict me and s.22 provides no evidence for eviction. I've included these eviction notices in my materials to the Tenancy Board. Please ~~not the~~ each eviction notice, of which I've included in my materials provides differing "natures of the dispute". ~~not~~ the note

On October 7, 2011, we were to have another hearing. I made yet another application for repairs (File no. 77915) Again, I supplied all materials in the proper and timely manner. I've showed that the landlord did not hire the professionals s.22 was to hire and included other pertinent evidence. Pictures were included (I'm sorry, I do not have copies for your office, but they are with the RTO in Burnaby). I delivered additional evidence directly to the landlord's home six days prior to the hearing.

On ~~October 4~~ Oct. 3, 2011, I picked up a piece of registered mail from the post office that contained a 3rd eviction notice. This letter, again, contained no reasons or evidence as to why I was being asked to leave my home and it was not served to me in the appropriate amount of time according to tenancy guidelines. See Notice for Dispute Resolution Hearing, file no. 780796.

On October 7, 2011 I was fully prepared to discuss how the Landlord did not fulfil the obligations and orders of Officer Lam's decision. For the first 5 or 10 minutes of the hearing Office Hendrich stated that she could not hear two claims and stated she'd only focus on the Landlord's claim. I remained silent but was completely frustrated and amazed as to her decision to focus solely on the eviction notice. I felt extremely frustrated when I had an opportunity to speak and I believe that my reaction was warranted given that:

A. I had an issue to deal with that was first submitted in June of 2011. And the Landord was to make all repairs 14 days after August 23, 2011, which was a generous amount of time; and s.22 agreed to make these repairs at the August 18 hearing.

B. I made the request for the hearing date and received a file number and hearing date on Sept. 12, 2011.

C. the landord did not issue me anything until ~~October 4~~ October 3, 2011; ~~three~~ four days prior to the hearing.

D. The landlord did not issue me any supporting evidence to s.22 eviction notices.

E. Officer Lam completely disregarded my claim of Sept 12, stating that it would not be heard on October 7 and that she chose to only address the eviction matter; a matter of which I had only received papers for, three days prior to October 7.

F. Officer Hendrich stated she would give the additional Landlord time to serve me with supporting materials and that the hearing for the eviction would be delayed, which would delay my application to an even later date, once again.

G. When I explained to Officer Lam my frustrations over not being heard that day she seemed condescending and it did not appear to me that she read my claim. If she read my application she would have realized that there were immediate issues that had to be discussed due to the fact that the Landlord did not follow previous orders set by Officer Lam.

I told her that I would not continue to participate in the hearing after the first 5 or 10 minutes of listening to nothing but false claims about the "eviction notices". I refused to participate in a hearing which was biased and I was clearly angry and felt that given all the timely requests I've made for hearings on the same issues, dating back to May 5, I should contact your office in hopes of receiving a fair hearing.

I would like to request that you review the materials that I have sent to the Tenancy Board for the August 18th and October 7 hearings. I served the Landlord in a timely and thorough manner and have followed all procedures under the Tenancy Board Guidelines. I should not have to wait months for a proper hearing on matters of health and safety and other issues.

I would appreciate it if your office would ensure that I have a new and proper hearing for the matters I've submitted since June of 2011 and that they be addressed at the earliest possible date, and that Officer Hendrich be brought to task for her disregard of my application and for not giving this application the immediate attention it deserved.

Please contact me at your earliest convenience at s.22 to discuss this matter.

I've included all the pages of my recent application. Most importantly, please see Officer Lam's decision of August 18, 2011 and attached deficiency letter, which outlines all the items that were to be fixed, C. 1 through 12.

Sincerely,

s.22

s.22

Text Attachment: Log ID 14748

Oct 25th incoming

From: Martiniuk, Daryn MEM:EX
Sent: Tuesday, October 25, 2011 04:27 PM
To: Bell, Suzanne N MEM:EX; Beattie, Michelle MEM:EX
Cc: Thompson, Shelley B MEM:EX
Subject: RE: s.22 REVIEW

Yes please. It seems to go better with the email that you're responding to.

Also, I'm anticipating that the conversation at the counter whens.22signs the letter may require me to bring the code of conduct tos.22attention.

D

From: Bell, Suzanne N MEM:EX
Sent: Tuesday, October 25, 2011 4:23 PM
To: Beattie, Michelle MEM:EX; Martiniuk, Daryn MEM:EX
Cc: Thompson, Shelley B MEM:EX
Subject: Re: s.22 REVIEW

D, did you want me to deal with the behaviour? I can...

From: Beattie, Michelle MEM:EX
Sent: Tuesday, October 25, 2011 04:19 PM
To: Martiniuk, Daryn MEM:EX; Bell, Suzanne N MEM:EX
Cc: Thompson, Shelley B MEM:EX
Subject: RE: s.22 REVIEW

Here it is.

Michelle Beattie
Administrative Assistant
Residential Tenancy Branch
250 356-5374

RTB offices are now open from 9 am to 4 pm. Information and the E-Service for filing applications for dispute resolution are always available on our website at www.rto.gov.bc.ca

From: Martiniuk, Daryn MEM:EX
Sent: Tuesday, October 25, 2011 4:16 PM
To: Thompson, Shelley B MEM:EX; Bell, Suzanne N MEM:EX
Cc: Beattie, Michelle MEM:EX
Subject: RE: s.22 REVIEW

Not ons.22 behaviour, just s.22expectation that we're to photocopys.22 documents.

D

From: Thompson, Shelley B MEM:EX
Sent: Tuesday, October 25, 2011 3:52 PM
To: Bell, Suzanne N MEM:EX
Cc: Martiniuk, Daryn MEM:EX; Beattie, Michelle MEM:EX
Subject: FW: s.22 REVIEW

Hi Suzanne, sorry do you want me to wait until Thurs when you're back to sign this or would you like me to sign on your behalf and email this out?
Daryn, Michelle just told me that she is working on another letter to s.22 regardings.22 behaviour in the office.

Shelley

From: Thompson, Shelley B MEM:EX
Sent: Tuesday, October 25, 2011 1:41 PM
To: Bell, Suzanne N MEM:EX
Cc: Martiniuk, Daryn MEM:EX
Subject: RE: s.22 REVIEW

Hi Suzanne, s.22 Review decision was issued yesterday, so it should be in the mail to s.22 now. I drafted a letter, does this sound okay? And I could attach a copy of the Review if you think I should do that.

If you're okay with the letter and I can sign on your behalf and send this out to s.22.

From: Bell, Suzanne N MEM:EX
Sent: Tuesday, October 25, 2011 1:20 PM
To: Martiniuk, Daryn MEM:EX
Cc: Thompson, Shelley B MEM:EX
Subject: Re: REVIEW

Has it been mailed? I will respond - Shelley, pls draft, thanks.

From: Martiniuk, Daryn MEM:EX
Sent: Tuesday, October 25, 2011 12:53 PM
To: Bell, Suzanne N MEM:EX
Cc: Thompson, Shelley B MEM:EX; Beattie, Michelle MEM:EX
Subject: FW: REVIEW

From: SG Residential Tenancy Office SG:EX
Sent: Tuesday, October 25, 2011 12:00 PM
To: Martiniuk, Daryn MEM:EX
Subject: FW: REVIEW

Hello Daryn,

The below is for you.

Thank you

Seana|Information Officer
Residential Tenancy Branch [RTB] | Office of Housing and Construction Standards
Ministry of Energy and Mines and the Minister Responsible for Housing

RTB offices are now open from 9 am to 4 pm. Information and the E-Service for filing applications for dispute resolution are always available on our website at www.rto.gov.bc.ca

From: s.22
Sent: Tuesday, October 25, 2011 11:23 AM
To: SG Residential Tenancy Office SG:EX
Subject: REVIEW

To the Director,
Dear Sir,
You are running out of time to respond.
I am still waiting to hear about my application for a REVIEW of files #245758 #245764 #245779
As this concerns an EVICTION for October 31st you are slow to respond; specifically as it is a very easy decision to make as the Landlord did NOT SUBMIT ANY EVIDENCE to support s.22 claims.

Further, the BIASED AND FRAUDULENT ACTIONS of DRO Ms. C. REID will be before the Supreme Court.
Expect at least a half dozen subpoenas to your staff and of course yourself, to answer to the Court for the CRIMINAL

ACTIONS of the RTB.

Final Notice: where is my REVIEW ?

14750 Tuesday October 25, 2011.

Dispute Resolution Services Residential Tenancy Branch

s.22 Mission BC. s.22

s.22 have received a rendered decission signed by the named J. Hendrick. I must pay the sum of $1500.00 derived from a two month time frame. The rent required per month is $750.00. It is my understanding that Mr. Kenneth Smith of K.W. Smith Holdings. Is now verbally requesting $500.00 per month. My intention is to submidt a certified cheque to Mr. Smith when I receive conformation regarding a formal question. At this time, if Iam the only legal tenant and my Hydro and rent were paid consistently; Have I committed a crime. The buildings recently foreclosed in the court system. I would like to consult with the justice who rendered this decission. At this time the occupants of each appartment are having their hydro disconnected and the garbage disposal and elevator are no longer in use. I would like to please the courts and honour your decission. Would you please confirm or deny the residential status of s.22 . I feel this would be a commendable act. I would greatly appreciate written confirmation.

Yours Sincerely,

s.22

s.22

RESIDENTIAL TENANCY BRANCH
VICTORIA, B.C.
OCT 26 2011
RECEIVED
51

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

File No. 780480

Date: October 19, 2011

In the matter of the *Residential Tenancy Act*, SBC 2002, c. 78., as amended

Between

K.W. (Kenneth) Smith, Landlord(s),

Applicant(s)

And

s.22 **Tenant(s),**

Respondent(s)

Re: An application pursuant to sections 55, 67 of the *Residential Tenancy Act* regarding a rental unit at:

s.22 Mission, BC

ORDER

Having considered the evidence of the applicant;

I HEREBY ORDER, pursuant to section 67 of the *Residential Tenancy Act*, the respondent s.22 to pay to the applicant **K.W. (Kenneth) Smith,** the sum of **$750.00.**

Dated: October 19, 2011

J. Hendrick
Residential Tenancy Branch

12 noon
Tuesday Oct 4/20

Dear s.22 -

Please contact me today A.S.P. I'm sure we can get this all resolved. My boss has instructed me to file tomorrow AM for a writ of possession. In 5 days the bailiff will remove your possessions onto the street. I'm sure we can work something out and avoid all this.

Thanks
Joyce (mgr)
Cedarwood Manor

10 Day Notice to End Tenancy for Unpaid Rent or Utilities

BECAUSE:

You have failed to pay rent	You have failed to pay utilities
in the amount of $ 750.00	in the amount of $ _____ following
that was due on 1st (Day) Sept (Month) 2011 (Year)	written demand on _____ (Day) _____ (Month) _____ (Year)

Tenant: You may be EVICTED if you Do Not Respond to this Notice.
You have five (5) days to pay the rent or utilities to the landlord or file an Application for Dispute Resolution with the Residential Tenancy Branch.

☐ This notice applies to a manufactured home site, *Manufactured Home Park Tenancy Act*, section 39
☑ This notice applies to a rental unit, *Residential Tenancy Act*, section 46

TO the TENANT(S) (full names are required)
If additional space is required to list all parties, use and attach "Schedule of Parties", form #RTB-26.

Last name	First and middle names
s.22	s.22

Tenant Address (address for service of documents or notices – where material will be given personally, left for, faxed, or mailed)

Unit/site #	Street # and street name	City	Province	Postal Code
s.22	s.22	MISSION	BC	s.22

Daytime phone number	Other phone number	Fax number for document service
NOT IN SERVICE	NOT IN SERVICE	—

FROM the LANDLORD (full names are required)
If additional space is required to list all parties, use and attach "Schedule of Parties", form #RTB-26.

Last name or full legal business name	First and middle names
SMITH	KENNETH W

Landlord Address (address for service of documents or notices – where material will be given personally, left for, faxed, or mailed)

Unit/site #	Street # and street name	City	Province	Postal Code
s.22	s.22	WEST VANCOUVER	BC	s.22

Daytime phone number	Other phone number	Fax number for document service
s.22	s.22	

NOTICE: I am hereby giving you 10 days notice to move out of the rental unit or manufactured home site located at:

Unit/site #	Street # and street name	City	Province	Postal Code
s.22	s.22	MISSION	BC	s.22

By: 12TH (Day) OCTOBER (Month) 2011 (Year) (date when tenant must move out or vacate the site)

Noticed served: In person ☐ On the door ☑ By registered mail ☐

Landlord's or Agent's signature: Joyce Pitare (agent) Date: Sept 29 2011
Print name: JOYCE PITARE Date: Sept-29-2011

This is page 1 of a 2-page Notice.
The landlord must sign page one of this notice and must give the tenant pages 1 & 2.

Text Attachment: Log ID 14796

incoming

From: s.22
Sent: Monday, October 31, 2011 9:41 AM
To: MEM OHCS Residential Tenancy Office MEM:EX
Subject: Re#File # 780465

I would like a call back on my cell at s.22 from a supervisor regarding an abritrator in the above file # hearing last wednesday.

I was not treated fairly from the minute the hearing began. I thought arbritrators were supposed to be impartial and not take sides. Please call me because I am interested to tell you what took place.

Please call me on my cell at s.22

s.22 (Those are the best times to reach me, thank you)

s.22