

Owings v Campbell, 2026 BCSC 1872

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IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Owings v. Campbell*,
2026 BCSC 1872

Date: 20260902
Docket: S65285
Registry: Kamloops

Between:

Daniel Kirk Owings

Petitioner

And

**S. Campbell, Gurmail Singh Sanghera, K. Wong, and Director of Residential
Tenancy Branch**

Respondents

Before: The Honourable Justice B.F. Smith
In Chambers

On judicial review from: Review Consideration Decision of the Residential Tenancy
Branch dated January 20, 2025, File Number 910222034

Oral Reasons for Judgment

Appearing on his own behalf:

D. Owings

Counsel for the Respondent, Gurmail Singh
Sanghera:

I.S. Dhaliwal

No other appearances

Place and Date of Trial/Hearing:

Kamloops, B.C.
September 2, 2026

Place and Date of Judgment:

Kamloops, B.C.
September 2, 2026

[1] **THE COURT:** This is a petition for judicial review in a landlord-tenant matter. The property at issue is a unit in a residential duplex on the North Shore of Kamloops which is described in the material as a "nuisance property", evidenced by some 400 calls for service involving the RCMP, one of which involved a shooting of a visitor to the property, as well as various enforcement measures taken by the City of Kamloops with respect to various things, including the removal of garbage.

[2] The petitioner applies for the following orders:

1. An order quashing and setting aside the decision of the Residential Tenancy Branch dated January 15, 2026, in File Number 910222034, issued by Arbitrator K. Wang (the "RTB Decision");
2. An order quashing and setting aside the Review Consideration Decision of the Residential Tenancy Branch dated January 20, 2025, in File Number 910222034, issued by Adjudicator S. Campbell (the "Review Consideration Decision");
3. An order remitting the matter to a new adjudicator with the following directions:
 - a) to enforce the binding Residential Tenancy Branch repair order dated November 8, 2023, File Number 910117248, and the authorized rent reduction to \$570 per month;
 - b) to require unit-specific proof before any eviction order may issue against the petitioner at Unit 990A, 13th Street, Kamloops, B.C.;
 - c) to apply ss. 8 and 47 of the *Residential Tenancy Act*, S.B.C. 2002, c. 78 [RTA] correctly;
 - d) to disregard any evidence or assertions, sworn or unsworn, that purports to change the petitioner's address from 990A to 990 without sworn documentary proof;
4. A stay of enforcement of the RTB Decision and Review Consideration Decision pending the final disposition of this petition;

5. Costs; and
6. Any other order that the court deems just.

[3] The petitioner is a self-represented litigant. Counsel on behalf of the respondent, Gurmail Singh Sanghera, appeared. Nobody appeared on behalf of the petition respondents, K. Wang and S. Campbell. However, I do have the benefit of written submissions provided by the Director of the Residential Tenancy Branch which, among other things, addresses the appropriateness of the inclusion of K. Wang and S. Campbell as petition respondents. I will deal with that now as a preliminary issue.

[4] The Director, in their written submissions, indicates that the respondents, K. Wang and S. Campbell, in their capacities as dispute resolution officers under the *RTA* are not proper respondents to petitions for judicial review. The Director says that the statutory authority to resolve disputes under the *RTA* is granted to a director appointed under s. 8 of the Act and that, in turn, the Director delegates authority to resolve disputes to arbitrators and adjudicators pursuant to s. 9.1 of the Act. The Director submits that the proper parties to a judicial review are the parties affected, in this case, the landlord and tenant. It notes that, while there is no requirement to name the statutory decisionmaker in this judicial review, if they are to be named, they must be named as "Director of the Residential Tenancy Branch". The Director submits that there should be an order amending the style of cause to either remove the reference to "K. Wang" and "S. Campbell" or to substitute them with the "Director of the Residential Tenancy Branch".

[5] I agree with these submissions. The reference in the style of cause to "K. Wang" and "S. Campbell" will be removed and they will be substituted for the "Director of the Residential Tenancy Branch".

Factual Background

[6] The petitioner received a notice to end tenancy on November 12, 2024. He filed a dispute within the statutory period. A hearing was conducted on December

18, 2025, at which the petitioner fully participated. The arbitrator's decision was based on evidence including:

- a) repeated municipal enforcement and fines issued against the residence;
- b) an RCMP letter documenting extensive police involvement with the residence;
- c) the petitioner's own evidence acknowledging the fines and his attempts to resolve them;
- d) a news article describing a firearms shooting occurring at the residence; and
- e) photographs of damage to the residence.

[7] The arbitrator found that the petitioner or persons permitted on the residence by the petitioner engaged in conduct justifying termination of the tenancy pursuant to s. 47(1)(d)(i) and (ii) of the *RTA*. Further, the arbitrator found that the petitioner had breached s. 32(2) of the *RTA*. As such, the arbitrator issued an order of possession which would take effect on January 31, 2026. Following this decision, the petitioner applied for review consideration on January 16, 2026, which was dismissed on January 20, 2026, for the following reasons:

- a) The petitioner essentially attempted to reargue the case based on information that was available at the hearing;
- b) A lack of sufficient evidence;
- c) The petitioner's claims not being credible; and
- d) The Residential Tenancy Branch also noted that the arbitrator did not miss any legal issue or claims that would have had an impact on the decision.

[8] At the hearing of the petition, there was an addition to the petition record, namely, a transcript of the Residential Tenancy Branch hearing on December 18, 2025. Of relevance to what emerged as the primary issue on this judicial review are the contents of the transcript beginning at page 4, line 7, and continuing through to page six, line 8:

Arbitrator Wang: Is it like a suite in the house? Uh-huh.

Ms. Sukhbinder Sanghera: It's a duplex.

Ekamjot Dhaliwal: It's a duplex, but there used to be a back, a third, a third unit. And Mr. Owings resides at the 990 address, which is one side of the duplex.

Ms. Sukhbinder Sanghera: One side of the duplex.

Arbitrator Wang: Does the other one have a different number?

Ekamjot Dhaliwal: Yes, the other one is 988 13th Street, and that has a different tenant that resides there.

Arbitrator Wang: I see. Okay. So I think we should leave it as 990. So that's the correct address. I don't think there should be an A there. So I'll keep it as that. I understand the other side of the duplex has a different number to identify it. Okay. All right, thank you. I just note that I see somebody calling in. That might be the tenant. So we'll just wait a few moments here for them to connect. Hang on please. Thank you.

Automated Voice: Announcing participant: Daniel Owings.

Arbitrator Wang: Okay. All right. So good afternoon again. This is Arbitrator Wang calling from the Residential Tenancy Branch. I'll be conducting this hearing today. So with me I have the landlord, Ms. Sanghera, and landlord's daughter, and then also counsel Mr. Dhaliwal for the landlord. And for the person that just called in, are you the tenant Daniel Owings?

Daniel Owings: Yes, yes.

Arbitrator Wang: Yes. Okay. Thank you. Is there anybody else helping you today?

Daniel Owings: No.

Arbitrator Wang: No. Okay. So, all right, so we can proceed with the hearing. I'll just quickly go through the hearing format for the parties. We have an hour scheduled today, and to start, I will ask some questions about service of the application and the parties' evidence to make sure that the materials have been exchanged. And then I will ask some questions about the tenancy, just some background information. And as this application relates to a one-month notice to end tenancy for cause, we will go through that document together, and I may ask some questions. After that, the parties will take turns to give testimony. We'll be hearing from the landlord side first to explain why this notice was issued, and we'll go through the landlord's evidence. We'll see if there are any questions. Then we'll hear from the tenant in response and go through the tenant's evidence. After that, the parties will have an opportunity to reply to each other's testimony, and towards the end of the hearing, we can talk about a possible proposal or suggestions for resolution. If the parties reach a settlement during the hearing, I will document the results. Sometimes the parties agree to continue the tenancy on certain conditions, or sometimes parties agree to end the tenancy on a date that works for everybody, in which case those terms can be documented and there can be a consent order issued to reflect that. If the parties are not able to settle during the hearing, then a decision will be issued within 30 days of today. And just to clarify that I can see in this application, the tenant has included some other claims which I understand relate to monetary compensation, repairs, and compliance orders. I'll just note that under Rule 6.2 of the Rules of Procedure, if a party

has applied to cancel a notice to end tenancy, the other claims that may have been included, the arbitrator may decline to hear those and dismiss with or without leave to reapply. And so what that really means is we have to resolve the issue of whether the tenancy is ending or continuing. If we can somehow have enough time to get through that issue, we may be able to hear some of the other claims, but it's not likely, especially if parties disagree, that we will have time to hear the other claims. And so depending on the outcome of the issue regarding the one-month notice, the other claims may or may not be relevant. If they're still relevant, then they could potentially be dealt with in another application. So I just wanted to flag that for the parties. Any questions about the procedure or any preliminary issues at this time?

Daniel Owings: No.

Procedural History

[9] As indicated, the hearing before Arbitrator Wang proceeded on December 18, 2025. The decision was January 15, 2026. The Review Consideration Decision of Adjudicator Campbell upholding Arbitrator Wang's decision was on January 20, 2026. On February 4, 2026, I granted the petitioner an interim stay. On March 9, 2026, I granted the petitioner an extension to March 15, 2026. On March 13, 2026, the petitioner filed the petition. The judicial review was originally scheduled for May 11, 2026, but did not proceed because the petitioner was not ready. The judicial review was rescheduled for June 29, 2026, but again, did not proceed because the petitioner was not ready.

[10] The judicial review was again rescheduled for August 6, 2026, at which time, the petitioner sought an adjournment which was granted peremptory on the petitioner and with a direction that the petitioner was to provide an audio recording of the hearing before Arbitrator Wang. The petitioner says that he did subsequently send the audio to counsel for the petition respondent Mr. Sanghera, but counsel says that no audio was received. The transcript of the hearing was, as mentioned a few moments ago, provided earlier today at the hearing. I received it for consideration as counsel for the petition respondent Mr. Sanghera, did not oppose me doing so and because it contains a portion of the proceedings which the petitioner wished to refer to and which I am satisfied were relevant to the primary issue as identified by the petitioner. Also at the hearing, the petitioner, for the first time, indicated that he wished to file an amended petition as well as another

affidavit, namely, his fifth affidavit. The petition respondent Mr. Sanghera, opposed and I did not permit this material to be filed based on the fact that there had been no consent by the petition respondent Mr. Sanghera, and based upon my impression as informed by the procedural history which I have outlined that it was another attempt to frustrate the hearing of the petition.

Legal Principles

[11] The applicable legal principles are set out beginning at paragraph 12 of page 3 of the petition response by the petition respondent Mr. Sanghera, and continuing to paragraph 19 on page 4:

A. Landlord' Notice to End Tenancy

12. Section 47(1) of the RTA allows a landlord to give notice to end tenancy for cause. Under s. 47(4) a tenant may dispute the notice by making an application for dispute resolution.

B. The Standard of Review

13. Section 5.1(1) of the RTA confirms that the Administrative Tribunals Act (the "ATA") applies to the director, as if the director were a tribunal, listing s. 58 of the ATA as the applicable authority for the Standard of Review.
14. Section 58(2)(a) of the ATA confirms that the adjudicator's finding is reviewed on the patent unreasonable standard.
15. In *Ganitano v Yeung*, 2016 BCSC 2227 the court confirmed that the patent unreasonableness standard commands the highest degree of deference:

[19] The patent unreasonableness standard commands the highest degree of deference by a reviewing court. In *Yee v. Montie*, 2016 BCCA 256, the Court elaborated on the standard. Negatively defined, insufficient evidence, without more, does not meet the patent unreasonableness standard. Positively understood, the decision is patently unreasonable if it is "openly, clearly, evidently unreasonable"; see *Yee* at para. 21.

[20] In *Pacific Newspaper Group Inc. v. Communications, Energy and Paperworkers Union of Canada, Local 2000*, 2014 BCCA 496 at para. 39, the Court accepted the litmus test for a patently unreasonable defect, first articulated in *Law Society of New Brunswick v. Ryan*, 2003 SCC 20, as one that "can be explained simply and easily, leaving no real possibility of doubting that the decision is defective"

C. Role of the Court on Judicial Review

16. A court's role on Judicial Review is narrow. The Reasonableness review is meant to ensure that courts only intervene in administrative matters where it is truly necessary to do so to safeguard the legality, rationality and fairness of the administrative process. In conducting a Reasonableness review, a court must consider the outcome of the administrative decision in light of its underlying rationale in order to ensure that the decision as a whole is transparent, intelligible and justified. This is described in the case of *Canada (Minister of Citizenship and Immigration) v. Vavilov*, 2019 SCC 65 at paras 13& 15.
17. Courts do not undertake a de novo analysis, but rather assess whether the administrative decision was unreasonable (*Vavilov*, para 83). The courts do not undertake a fresh examination of the substantive issues and only concern themselves with evidence that were before the Tribunal as described in *Air Canada v. British Columbia (Workers 's Compensation Appeal Tribunal)*, 2018 BCCA 387 at para. 34.
18. A reviewing court will generally decline to consider an issue raised for the first time at Judicial Review when the issues could have been but were not raised before the tribunal as described in *Alberta (Information and Privacy Commissioner) v. Alberta Teachers' Association*, 2011 SCC 61 at paras 22-23.
19. Parties involved must put forth their best case at the RTB hearing and are not entitled to try and buttress their case after the fact as described in *Moore v. Cheung*, 2024 BCSC 2312 at para 50.

[12] In addition to the foregoing, I must determine which decision is properly the subject of judicial review; that is to say, is it the decision of Arbitrator Wang or is it the Review Consideration Decision of Adjudicator Campbell, or both? In the Director's response to petition on page 3, at paragraphs 7 through 10, the relevant considerations are set out:

7. A party to a dispute resolution proceeding under the *Act* may apply to the Director for an internal review of the Director's decision or order on one of the grounds specified under s. 79(2) of the *Act*. Where a party avails themselves of the internal review process on grounds enumerated in s. 79(2) of the *Act* and then seeks judicial review of the same issues, the reconsideration decision is the subject of judicial review. If the petitioner alleges errors that could have been raised during the internal review process – but were not – they are precluded from advancing them on judicial review.
8. On the other hand, if a party identifies an issue or error in a decision which is not enumerated in s. 79(2), the internal review process does not apply. Such errors are directly reviewable by the Supreme Court.

9. Accordingly, the court must determine which of the errors alleged by the petitioner were properly subject to the internal review process under s. 79(2) and which were not:
- a. If an error was covered by the internal review process and was in fact subject to review, the reconsideration decision is the subject of judicial review.
 - b. If an error was covered by the reconsideration process but was not subject to review, the petitioner is precluded from seeking judicial review.
 - c. If an error was not covered by the reconsideration process, then the original decision is the subject of judicial review.
10. If the reconsideration decision is the proper subject of judicial review, then the original decision will form part of the record and should “inform” the inquiry.

The Primary Issue

[13] The petitioner and counsel for the petition respondent Mr. Sanghera, made submissions on the primary issue as identified by the petitioner. The primary issue as identified by the petitioner concerns the description of the unit and the subsequent "attribution", to use the characterization of the petitioner, to that unit of facts said to support the findings of the arbitrator identified in the petitioner's material as Ground 5.

Positions of the Parties

Petitioner's Position

[14] Regarding the RTB Decision, the petitioner contends that:

1. It does not address the 16-day notice period defect which is a pure statutory defect on the face of the notice under s. 47 of the *RTA*;
2. It accepts an unsworn assertion to amend the petitioner's address from "990A" to "990", making a misattribution of property-level evidence to the petitioner;
3. It relies on aggregate RCMP data and landlord-addressed City fine invoices as if they constituted unit-specific evidence of the petitioner's misconduct;
4. It does not address s. 8 of the *RTA* or the illegality of the City fine demand;

5. It does not address or enforce the binding November 8, 2023, repair order or the authorized rent reduction;
6. It does not address the 2019 Residential Tenancy Branch decision, same property, same landlord, same attribution failure; and
7. It catalogues documentary evidence, CRA, EMO, FedEx, repair order, without analyzing or applying any of it.

[15] Regarding the Review Consideration Decision, the petitioner contends that it:

1. Failed to address any of the determinative grounds raised by the petitioner;
2. Made new findings of fact beyond the statutory scope of review consideration;
3. Adopted the same property-level evidence without engaging in any attribution analysis;
4. Applied circular reasoning simply affirming the RTB Decision without explanation; and
5. Exceeded the statutory jurisdiction of the review adjudicator by re-adjudicating the merits.

[16] As indicated, at the hearing, the petitioner made submissions on the primary issue of what is variously referred to as the "address attribution issue". The petitioner characterized this issue as whether the decision engaged a procedural process which was unfair and whether the decision connected conduct complained of to the petitioner for the purposes of s. 47 of the *RTA*. The petitioner contends that the identity of the rental unit was a serious procedural issue which had to be determined. He points to what he says was a discussion before he joined the meeting, which comprised the hearing before Arbitrator Wang, in which Arbitrator Wang expressed uncertainty as to the actual address involved and then directed that the address that would be used was 990, not 990A, and that, because he was not present when this exchange between the arbitrator and counsel for the petition respondent Mr. Sanghera, took place, he was not given a meaningful opportunity to address the issue, including by reference to documents. He says the procedural process was unfair because he needed to be able to oppose the attribution of the behaviour

complained of to the address 990 and be able to make submissions. This, he characterizes as "property-level evidence" treated as "tenant-specific evidence" also known as what he referred to as the "attribution issue". He says that the arbitrator's reasons do not provide an evidentiary bridge between 990 and him and, consequently, misses an analytical step.

Respondent's Position

[17] Counsel for the petition respondent, Mr. Sanghera, submits that the issue of the correctness of the address being 990 rather than 990A was raised as a preliminary matter at the hearing. He submits that the parties were required to put forth their best case at the hearing and are not entitled to try and buttress their case after the fact, authority for which he says is found in the case of *Moore v. Cheung*, 2024 BCSC 2312, at paragraph 50. He points to the fact that the property at issue is a duplex with there presently being only two rental units having civic addresses: 990 13th Street and 988 13th Street. Further, he submits that even if the court finds that the correct address should have been 990A, any alleged flaws or shortcomings must be more than merely superficial or peripheral to the merits of the decision, as described in *Vavilov* at paragraph 100. He submits that the only tenant residing on the 990 side of the duplex is the petitioner.

[18] With regards to the case of *Atira Property Management Inc. v. Richardson*, 2015 BCSC 751, counsel says that this, relied upon by the petitioner, does not support the petitioner's position and is simply an example of the perils of reliance on artificial intelligence in preparation of submissions to the court. I did question the petitioner as to whether he had relied upon artificial intelligence with respect to preparing his submissions and he readily conceded that he had done so. In any event, I am satisfied, having reviewed the *Atira* decision, that it does not support the petitioner's position and is distinguishable.

Discussion

[19] For context, Arbitrator Wang's decision with respect to the address issue comments under the heading, "Preliminary Matters" and subheading, "Correction of Rental Unit Address", as follows:

The Landlord's representatives confirmed that the rental unit does not have an "A" in its unit number. Pursuant to section 64(3)(c) of the Act, I have amended the rental unit address accordingly.

[20] In the petitioner's application for review consideration, he describes the issue as follows:

Arbitrator said '400 police calls associated with the rental unit' but RCMP letter says 'associated with the location' (990 13th Street - property). My unit is 990A 13th Street (proven by CRA letter, FedEx receipt). Property has three units, 990A (mine), 990B (back), and 988 (duplex). City invoices say '990' or '988/990', no unit specified. No evidence proves incidents at '990' (property) were caused by '990A' (my unit).

[21] Further, under the description of "Technical Error or Irregularity Occurred", he, in the box for description, "ISSUE NOT DETERMINED" says:

Which unit at 990 13th Street caused the incidents? Property has three units, 990A (mine), 990B (back suite), 988 (other side). All evidence (RCMP letter, City invoices) says '990' or '988/990' with NO unit specified. Before finding cause to evict me (990A Tenant), arbitrator was required to determine: Which incidents at '990' (property) were caused by '990A' (my unit) vs other units? Arbitrator made no such finding. Simply assumed '990' = '990A' without analysis. This was essential

That ends the description.

[22] Then, finally, in much the same way, the petitioner says under another box, "Proof of Technical Error or Irregularity":

Which unit at 990 13th Street caused the incidents? Property has 3 rental units: 990A 13th St (my unit - front) 990B 13th St (back suite, Tenant RD), 988 13th Street (other side of duplex) All evidence (RCMP letter, City invoices) references '990 13th St' or '988/990 13th St' with NO unit specified. Arbitrator attributed all 400+ police calls and \$6,000+ fines to me (990A Tenant) without determining which unit caused which incidents. This determination was required before finding cause to evict under s. 4

[23] In the Review Consideration Decision, with respect to this issue, under “Facts and Analysis – Administrative Procedural Error”, Adjudicator Campbell said:

In their Application, the Tenant indicated that they disagreed with the Landlord's evidence and the Arbitrator's findings that there have been 400 police calls to the Tenants specific rental unit. The Tenant contends that the letter is not specific enough in mentioning the Tenant's unit as there are multiple units in the property. In support of their claims, the Tenant provided copies of letters from the RCMP and city bylaws dated between October 2019 and November 2025; a copy of a news article dated January 24, 2025, a copy of a letter from the CRA to the Tenant dated June 22, 2021; a copy of the Tenant's bank statement dated in June 2021; and a copy of a FedEx invoice dated in January 2022.

I find that the Tenant has not described an administrative procedural error made by an RTB employee, aside from the Arbitrator, that had an impact on the outcome of the decision.

Furthermore, an application for Review Consideration is not an opportunity to submit additional documents that were available at the time of the original submissions. It is also not an opportunity to reargue the case based on information that was available, or could have been provided at the hearing.

I find that the Tenant is attempting to reargue the case based on evidence that was either before the Arbitrator at the hearing, or that could have been obtained and provided to the Arbitrator for their consideration in advance. As stated in *Moore v. Cheung* 2024 BCSC 2312, “The parties must put their best case forward at the hearing, and are not entitled to try to buttress their case after the fact.”

According to s. 81(1)(b)(ii) of the Act, I find the Tenant has not disclosed sufficient evidence for this ground of review.

For these reasons, I dismiss this portion of the Tenant's application on the basis of a procedural error.

[24] Under the heading, “Facts and Analysis: Technical Irregularity or Error” Adjudicator Campbell says:

In their application, the Tenant repeated their claim related to the rental unit address as described earlier in this decision. In support of their claims, the Tenant provided various documents containing the Tenant's address or partial address.

I find that the Tenant has not provided any evidence that a technical error or irregularity with RTB technology had an impact on the outcome of the decision.

According to section 81(1)(b)(ii) of the Act, I find the Tenant has not disclosed sufficient evidence for this ground of review.

For these reasons, and the reasons described earlier in this decision, I dismiss this portion of the Tenant's application on the basis of a technical error or irregularity.

[25] Under the heading, "Fact and Analysis: Issue Not Determined", the arbitrator says:

In their Application, the Tenant repeated their claims that the Arbitrator failed to determine which specific unit in the rental property was the cause of the over 400 calls for service and fines from the city. In support of their claims, the Tenant provided the evidence previously described throughout this decision.

In their decision, the Arbitrator said:

"Based on the Landlord's evidence, in particular the record of fines and the letter from the RCMP dated November 10, 2025, I am satisfied that the Tenant and/or another person permitted on the property by the Tenant has engaged in misconduct that resulted in the Landlord being repeatedly subject to municipal enforcement.

I find that since the beginning of 2025 and up until the issuance of the One Month Notice, the Landlord had been fined over \$6,000.00 for excessive nuisance service and garbage removal at the rental unit.

I find the January 2025 shooting was not an isolated event, but was an escalation of ongoing problematic behaviour from the Tenant and/or individuals permitted on property by the Tenant. I find this pattern of behaviour had let the rental unit to be designated as a nuisance property since February 2024.

Additionally, section 32(2) of the Act requires that a Tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the Tenant has access. I find the Tenant materially breached this obligation, as evidenced by the municipal fine issued to the Landlord.

While I accept the Tenant attempted to have the fines reversed by emailing various individuals and officers, I find there is insufficient evidence to suggest that the fines are likely to be removed.

I find the excessive fines and misconduct that gave rise to them amount to significant interference with the Landlord, justifying the termination of his tenancy. I also find the misconduct to have seriously jeopardized the Landlord's lawful right and interest in the property, by exposing the Landlord to unreasonable financial penalties and enforcement consequences." [emphasis added]

I note that the Tenant has essentially claimed that they are not responsible for the city/police attendance to the rental unit or the fines imposed on them by the city. I find that this claim is not credible as the Tenant would have no obligation to attempt to have the fines reduced or removed if they were not the party causing the issues that resulted in the fines. Since the Tenant provided testimony that they had contacted various entities to remove the fines, etc., I find that they are more likely than not to have been responsible for causing the fines and that the Arbitrator did not err in their decision when determining that this was sufficient cause to end the tenancy.

As stated earlier in this decision, an Application for Review Consideration is not an opportunity to reargue the case based on information that was available at the hearing.

I find that the Arbitrator was required to decide whether the Landlord had the requisite grounds to issue the One-Month Notice and end the tenancy, and I find that they adjudicated this issue.

I further find that the Arbitrator did not miss any legal issue or claims that would have had an impact on the outcome of the decision.

[26] I find the Reconsideration Decision is the subject of the judicial review because Arbitrator Wang's decision, which the petitioner alleges was in error on the procedural fairness grounds, was covered by the internal review process, that is, the Review Consideration Decision. Adjudicator Campbell addressed the alleged error on procedural fairness grounds.

[27] Based on my review of Adjudicator Campbell's decision, I find that the petitioner has failed to show any error, let alone error that could meet the patent unreasonable standard of review. While Adjudicator Campbell's decision does not specifically address the issue the petitioner now advances concerning the address of the property, the reason for this is plain. It was not an issue the petitioner raised before Arbitrator Wang. The petitioner was in possession of the necessary information to raise any issue he had with regards to the address, yet he failed to do so at the hearing before Arbitrator Wang.

[28] Consequently, the petition is dismissed.

[29] Those are my reasons for judgment. Counsel, is there anything that needs to be further addressed?

[30] CNSL I. DHALI WAL: Justice, there was that interim stay order, but I do believe it lapses once the judicial review process is completed so I do believe that has already lapsed, so --

[31] THE COURT: Okay.

[32] CNSL I. DHALI WAL: -- I don't believe it needs to be addressed as such.

[33] THE COURT: Anything else?

[34] CNSL I. DHALI WAL: Nothing further, Justice.

[35] THE COURT: All right. Anything from you, sir?

[36] DANIEL OWINGS: No, Your -- no, Your Honour.

[37] THE COURT: Okay, thank you. Thank you both for your assistance to the court. We will stand down.

[38] THE CLERK: Thank you, Justice. Order in court. This court stands adjourned.

"B. Smith J."

B. SMITH J.