

CANADA / JUDGMENT

Ladhar v. Alexander

2025 BCSC 2258

COURT

Supreme Court of British Columbia

DECIDED

17 November 2025

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2025 BCSC 2258 Ladhar v. Alexander

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Ladhar v. Alexander,

2025 BCSC 2258

Date: 20251117

Docket: S253594

Registry: Vancouver

Between:

Harveer Ladhar

Petitioner

And

Arminda Alexander

Respondent

Before: The Honourable Madam Justice Murray

On judicial review from: The decisions of M. Schwartz, Arbitrator, Residential Tenancy Branch,
dated March 14, 2025 and Adjudicator S. Campbell dated

March 24, 2025.

Reasons for Judgment

In Chambers

The Petitioner, appearing in person:

H. Ladhar

The Respondent, appearing in person:

A. Alexander

Place and Date of Hearing:

Vancouver, B.C.

October 17, 2025

Place and Date of Judgment:

Vancouver, B.C.

November 17, 2025

INTRODUCTION

- [1] The petitioner, Ms. Ladhar applies to set aside the decision of arbitrator of the Residential Tenancy Branch ("RTB") dated March 14, 2025 as being patently unreasonable for 2 reasons:
- a) First, that the arbitrator failed to consider or misapprehended evidence at the hearing; and
 - b) Second, that the arbitrator failed to consider extenuating circumstances.
- [2] In addition, Ms. Ladhar seeks to set aside the review order of Adjudicator Campbell dated March 24, 2025 as patently unreasonable.
- [3] By way of brief background, Ms. Ladhar is the landlord of a property located on Gilley Avenue in Burnaby. Ms. Alexander has lived in one of four suites in the duplex since 2011. She entered into her tenancy agreement with the previous owners/ landlords, Ms. Ladhar's parents. Ms. Ladhar assumed landlord duties in about April 2021 following the passing of her father.
- [4] Almost immediately upon taking over as landlord, Ms. Ladhar approached Ms. Alexander and her now late husband to discuss the payment of utilities. As per the tenancy agreement, utilities were and had always been included in the rent. Ms. Ladhar wanted to change that. These discussions led to a breakdown in the relationship between the parties and are at the root of the RTB proceedings and this judicial review.
- [5] On January 1, 2025 Ms. Ladhar issued to Ms. Alexander a One Month Notice to End Tenancy for Cause alleging that Ms. Alexander had breached her tenancy by:
- a) Significantly interfering with or unreasonably disturbing other occupants or the landlord;
 - b) Seriously jeopardising the health, safety or lawful right of another occupant or landlord;

- c) Breaching a material term of the tenancy agreement.
- [6] On January 7, 2025 Ms. Alexander filed a notice of dispute with the RTB.
- [7] On February 2, 2025, Ms. Ladhar served on Ms. Alexander a written demand to pay utilities in the amount of \$7,220.97.
- [8] On February 7, 2025, an RTB settlement conference took place. It was unsuccessful.
- [9] The RTB hearing proceeded on February 28, 2025 before Arbitrator Schwartz. In her affidavit filed on this judicial review, Ms. Ladhar complained that she felt rushed due to the time limit on the hearing and was unable to discuss the "entirety of" her evidence. She attests that she was however able to give evidence regarding the issue surrounding the payment of utilities, which, based on her submissions on this judicial review, was and still is her primary issue.
- [10] In the decision dated March 14, 2025, Arbitrator Schwartz granted Ms. Alexander's application and cancelled the eviction notice of January 1, 2025.
- [11] On March 20, 2025, Ms. Ladhar filed an application for review of the Arbitrator's decision claiming that:
 - a) Ms. Alexander made "several false or misleading statements in their testimony" before the Arbitrator;
 - b) she was unable to upload about 200 pages of utilities bills as evidence for the hearing due to a technical issue with the RTB portal. In her application for review, Ms. Ladhar submits that the missing evidence was "materially important to the unpaid utilities issue and could have impacted the RTB's decision"; and
 - c) the Arbitrator failed to consider whether Ms. Alexander entered into a verbal contract to pay an additional sum monthly for utilities.
- [12] In a decision dated March 24, 2025, Adjudicator Campbell dismissed the application for review consideration and upheld the decision of Arbitrator Schwartz on the basis that a review is not an opportunity to reargue a case and there was no basis upon which to set aside or vary the Arbitrator's decision. With respect to the utility bills, Adjudicator Campbell found that they would not have impacted the decision.

STANDARD OF REVIEW

- [13] The standard of review for decisions of the Director of the RTB pursuant to s. 5.1 of the Residential Tenancy Act, S.B.C. 2002, c. 78 [RTA] and s. 58 of the Administrative Tribunals Act, S.B.C. 2004, c.45 [ATA] is patent unreasonableness.
- [14] In *Yee v. Montie*, 2016 BCCA 256, our Court of Appeal discussed this standard in the context of a judicial review of a RTB decision:

- [21] The ATA does not define patent unreasonableness as the term applies to questions of fact or law. In *Manz v. Sundher*, 2009 BCCA 92 at para. 39, Saunders J.A. adopted the meaning of the phrase in relation to factual matters from *Speckling v. British Columbia (Workers' Compensation Board)*, 2005 BCCA 80:
- [37] As the chambers judge noted, a decision is not patently unreasonable because the evidence is insufficient. It is not for the court on judicial review, or for this Court on appeal, to second guess the conclusions drawn from the evidence considered by the Appeal Division and substitute different findings of fact or inferences drawn from those facts. A court on review or appeal cannot reweigh the evidence. Only if there is no evidence to support the findings, or the decision is "openly, clearly, evidently unreasonable", can it be said to be patently unreasonable. That is not the case here.
- [22] In *Pacific Newspaper Group Inc. v. Communications, Energy and Paperworkers Union of Canada, Local 2000*, 2014 BCCA 496 at paras. 39-44, this Court affirmed that the standard of patent unreasonableness is at the high end of the deference spectrum and endorsed this description of the phrase from *Law Society of New Brunswick v. Ryan*, 2003 SCC 20 at para. 52:

a patently unreasonable defect, once identified, can be explained simply and easily, leaving no real possibility of doubting that the decision is defective. A patently unreasonable decision has been described as "clearly irrational" or "evidently not in accordance with reason". A decision that is patently unreasonable is so flawed that no amount of curial deference can justify letting it stand. [Citations omitted.]

[Emphasis added]

- [15] In *Hollyburn Properties Limited v. Staehli*, 2022 BCSC 28, Justice Brongers discussed the meaning of patently unreasonable:
- [25] As the ATA does not define patent unreasonableness as it applies to a tribunal's factual or legal findings, however, guidance regarding its meaning must be sought from the case law. In *Kong* [2021 BCSC 606] at paras. 58-65, Madam Justice MacDonald set out a number of jurisprudential holdings which provide content to the notion of patent unreasonableness, including:
- (a) as expert tribunals are entitled to significant deference, the standard is an onerous one and their decisions can only be quashed if there is no rational or tenable line of analysis supporting them (*Victoria Times Colonist v. Communications, Energy and Paperworkers*, 2008 BCSC 109 at para. 65; *aff'd* 2009 BCCA 229);

- (b) a decision is patently unreasonable if it is openly, evidently, and clearly irrational, or unreasonable on its face, unsupported by evidence, or vitiated by failure to consider the proper factors or apply the appropriate procedures (*Gichuru v. Palmar Properties Inc.*, 2001 BCSC 827 at para. 34, citing *Lavender Co-Operative Housing Association v. Ford*, 2011 BCCA 114);
- (c) a patently unreasonable decision is one that almost borders on the absurd (*Voice Construction Ltd. v. Construction & General Workers' Union, Local 92*, 2004 SCC 23 at para. 18 and *West Fraser Mills Ltd. v. British Columbia (Workers' Compensation Appeal Tribunal)*, 2018 SCC 22 at para. 28);
- (d) it is a possible that a great deal of reading and thinking will be required before the problem in a patently unreasonable decision is apparent, but once its defect is identified, it can be explained simply and easily, leaving no real possibility of doubting that the decision is defective (*Yee v. Montie*, 2016 BCCA 256 at para. 22);
- (e) the standard of patent unreasonableness also applies to the consideration of adequacy of reasons, which involves an assessment of the justification, transparency and intelligibility of the decision-making process (*Vavilov*); and
- (f) under the RTA regime, the overriding test for adequacy of reasons is whether a reviewing court is able to understand how and why the decision was made (*Ganitano v. Yeung*, 2016 BCSC 2227 at para. 24).

[26] In sum, the standard of review that applies to the substance of the Arbitrator's decision in the case at bar is patent unreasonableness. It is an onerous standard, and her decision will not be set aside unless the Arbitrator's reasons are so defective that it is not possible for the reviewing court to understand why the Arbitrator concluded as she did.

[27] With respect to procedural fairness, the ATA provides at s. 58(2)(b) that the standard of review is whether, in all of the circumstances, the tribunal acted fairly. The factors that inform the content of a tribunal's duty to provide procedural fairness are contextual and include: (1) the nature of the decision being made and the process followed in making it; (2) the nature of the statutory scheme; (3) the importance of the decision to the affected individuals; (4) the legitimate expectations of the person challenging the decision; and (5) the choice of procedure made by the administrative decision-maker: *Vavilov* at para. 77.

[Emphasis added.]

[16] With the law in mind, I now turn to consider whether the original decision and review decision of the RTB are patently unreasonable.

ANALYSIS

[17] I will consider the decisions of Arbitrator Schwartz and the review decision of Adjudicator Campbell in turn.

- [18] Ms. Ladhar argues that the decision of Arbitrator Schwartz is patently unreasonable because:
- a) The Arbitrator failed to consider "proper factors such as whether the elements of a contract were established in respect of the agreement to pay utilities";
 - b) The Arbitrator failed to give "appropriate weight to the evidence before it which demonstrates the discriminatory behaviour of the respondent and her husband, as well as the respondent's false and/or grossly exaggerated reports";
 - c) "it is patently unreasonable for Arbitrator Schwartz to, on one hand, acknowledge the deterioration of the relationship between the petitioner and the respondent, yet fail to accept that the petitioner has met the requisite burden of proof";
 - d) The reasons for judgment are "inadequate as they do not accurately reflect or consider the totality of the evidence".
- [19] In their reasons for decision, Arbitrator Schwartz thoroughly outlined Ms. Ladhar's evidence detailing the reasons for the eviction including that:
- a) Ms. Alexander and her now late husband agreed to pay utilities on a split between the other tenants and then reneged;
 - b) Ms. Alexander made "many false and misleading reports" about the property;
 - c) Ms. Alexander's conduct has been threatening.
- [20] The arbitrator summarized Ms. Alexander's response including that while she and her husband did discuss additional payment for utilities with Ms. Ladhar, they never reached an agreement.
- [21] The arbitrator found that Ms. Ladhar failed to prove that she had sufficient cause to end Ms. Alexander's tenancy.
- [22] Based on the evidence including the correspondence between the parties, the arbitrator found that there was never an agreement reached between them regarding increasing utility payments. While the parties had discussions and Ms. Alexander made a suggestion about utility payments subject to Ms. Ladhar providing her additional information, that is all it was, a suggestion that required investigation and further discussion. That Ms. Ladhar acted on the suggestion without there being a firm agreement in writing is not the fault of Ms. Alexander. With respect to Ms. Ladhar's other claims, the arbitrator found that she failed to provide sufficient evidence to prove them.

- [23] The Arbitrator's reasons for decision are clear and detailed. They not only fairly and accurately outline the arguments and evidence, they detail the evidence that Arbitrator Schwartz found to be important. It is not incumbent on a decision maker to recite all the evidence. As Arbitrator Schwartz states at the outset of the decision: "I have reviewed all evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision".
- [24] It is evident from Ms. Ladhar's arguments that what she takes issue with is the findings of Arbitrator Schwartz. The fact that Arbitrator Schwartz found facts and reached conclusions contrary to Ms. Ladhar's submissions does not make them illogical or unreasonable.
- [25] In conclusion, I find the reasons of Arbitrator Schwartz to be adequate and clear and the conclusions reached reasonable, logical and supported on the evidence.
- [26] Before I leave the original decision, I must touch on Ms. Ladhar's complaint that she felt rushed at the RTB hearing. It is not unusual for hearings to be time limited. Even the Supreme Court of Canada puts time limits on counsels' submissions. Ms. Ladhar was aware of the time she had. It was her responsibility to use it to make her submissions succinctly. It is evident from the reasons of Arbitrator Schwartz that Ms. Ladhar made able submissions. They were the same submissions she made in this Court.
- [27] Turning now to the review decision. Ms. Ladhar challenges this decision on the basis that her review application was dismissed "largely on the basis that the review consideration was not an opportunity to reargue the case, yet Adjudicator Campbell failed to explain why the petitioner's request was characterized as such". This ground of appeal fails. It is clear from the arguments advanced by Ms. Ladhar on review that she was rearguing her case. No explanation was required.
- [28] I am satisfied that the reasons for dismissing the review are logical and based on reasonable findings that were open to the Review Adjudicator to make.
- [29] I note that before me Ms. Ladhar raised a ground that was not raised before Arbitrator Schwartz: that Ms. Alexander got a cat contrary to the Tenancy Agreement. This judicial review is a review of the decisions made by the RTB. It is not a forum in which to bring new issues.

CONCLUSION

- [30] The petition for Judicial Review is dismissed.
- [31] Ms. Ladhar must pay to Ms. Alexander the costs of this proceeding.

"The Honourable Madam Justice Murray"

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