IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Partridge v. Aquaterra Management Ltd.,* 2023 BCSC 1016

Date: 20230613
Docket: S227452
Registry: Vancouver

In the Matter of the *Judicial Review Procedure Act*, R.S.B.C. 1996, c. 241

Between:

Jonathan Partridge

Petitioner

And

Aquaterra Management Ltd.

Respondent

Before: The Honourable Mr. Justice Milman

On judicial review from: An order of the Residential Tenancy Branch, dated September 6, 2022 (RTB Decision No. 310072487).

Reasons for Judgment

Counsel for the Petitioner:	B. Carpenter
Counsel for the Respondent:	C.A. Sauder
Place and Date of Hearing:	Vancouver, B.C. May 29, 2023
Place and Date of Judgment:	Vancouver, B.C. June 13, 2023

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I. Introduction

[1] These proceedings arise from a dispute involving the lease of an apartment located at 2408-1150 Jervis Street in Vancouver (the "Premises") between the petitioner, Jonathan Partridge, as tenant, and the respondent, Aquaterra Management Ltd. ("AML"), as landlord.

[2] On May 13, 2022, AML gave Mr. Partridge a One Month Notice to End Tenancy for Cause, with an effective date of June 30, 2022 (the "Eviction Notice"), relying on the grounds set out in s. 47(1)(d) of the *Residential Tenancy Act*, S.B.C. 2002, c. 78 [*RTA*].

[3] Mr. Partridge disputed the Eviction Notice by way of an application to the Director of the Residential Tenancy Branch (the "Director") under ss. 47(4) of the *RTA*, seeking, among other things, to have the Eviction Notice cancelled on various grounds. In a decision dated September 6, 2022, an arbitrator acting as a delegate of the Director (the "Arbitrator") refused Mr. Partridge's application and, accordingly, granted AML an order of possession under ss. 55(1) of the *RTA* (the "Decision").

[4] On September 16, 2022, Mr. Partridge commenced this proceeding by way of petition, seeking an order under s. 5 of the *Judicial Review Procedure Act*, R.S.B.C. 1996, c. 241 [*JRPA*], setting aside the Decision and remitting the dispute back to the Director for further consideration. On September 22, 2022, Mr. Partridge obtained a stay of the Decision from this court, pending the outcome of this proceeding.

[5] AML opposes the petition, arguing that Mr. Partridge has not met the applicable test so as to be entitled to the relief he seeks. The Director has filed a response to the petition but takes no position on the outcome.

[6] For the reasons that follow, I have concluded that the petition should be dismissed.

II. Factual Background

[7] Mr. Partridge became a tenant at the Premises in August 2018. The building is about 50 years old and has 216 units.

[8] On April 29, 2022, one of Mr. Partridge's neighbours complained to AML that Mr. Partridge had, at around midnight the previous evening, been striking his side of their shared wall with enough force to cause a mirror mounted on the other side of the wall in the neighbour's unit to crack.

[9] That same day, AML gave Mr. Partridge a "Notice to Enter Premises" stating that a representative of AML would be entering the Premises between 8 am and 5 pm on May 2, 2022 for what was described as a "routine building inspection." That inspection did not occur. Instead, on April 30, 2022, AML gave Mr. Partridge another such notice, this one advising that AML would be conducting a "routine building inspection" between 1 and 5 pm on May 3, 2022. That inspection went ahead as advised, with Mr. Partridge in attendance. In the course of it, the inspectors noted a number of what they took to be contraventions of Mr. Partridge's lease, including the unauthorised installation of a dishwasher in the kitchen and the enclosure of the ceiling-mounted smoke detector with a cardboard shoebox.

[10] Eight days later, on May 11, 2022, AML delivered two letters to Mr. Partridge. The first dealt with the neighbour's complaint about excessive noise; the second, with the inspectors' discovery of the dishwasher, the covered smoke detector and other matters. The second letter concluded with the following admonition (underlining in original):

> This letter is your BREACH LETTER, that if you do not remove the dishwasher before May 19th 2022 and remove the box immediately not to cover the smoke detector, you will leave us with no other option but to take proper steps to terminate your tenancy. The building manager will inspect your unit shortly to make sure you will make correction to the above.
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> Thank you for your attention and co-operation to the above.

[11] That same day, May 11, 2022, AML gave Mr. Partridge yet another Notice to Enter Premises, this one advising that AML representatives would be entering the Premises again, this time between 1:40 pm and 5 pm on the following day, May 12,

2022 (according to AML, two such notices were given, the first erroneously misstated the date of service as being May 12, 2022; the second correctly stated the actual service date, May 11, 2022). The purpose of this second inspection was stated to be twofold: first, it was to be, like the previous one, a "routine building inspection"; second, it was to be a "follow-up from recent inspection." Believing that AML and its representatives had no lawful right to inspect the Premises so frequently or for those reasons, Mr. Partridge refused to let them in. Mr. Partridge recorded his interaction with the AML representatives on that day. According to Mr. Partridge, one of them told him that AML was entitled to demand entry every day if it wished.

[12] On the following day, May 13, 2022, AML gave Mr. Partridge the Eviction Notice. The Eviction Notice was in a prescribed form that required AML to specify, by ticking the appropriate boxes, which of the enumerated grounds in s. 47(1) of the *RTA* were being relied upon to justify terminating the lease. AML checked the boxes mirroring ss. 47(1)(d), asserting, in particular, that the tenant (or a person permitted on the property by the tenant) had:

a) significantly interfered with or reasonably disturbed another occupant or the landlord;

b) seriously jeopardized the health or safety or lawful right of another occupant or the landlord; and

c) put the landlord's property at significant risk.

[13] In the next section, the form requires the landlord to provide details of the cause for termination. AML completed that section with the following text:

> On May 11, 2022, we issued warning letter regarding the noise disturbance and banging sound complaints from the units on April 28, 2022 around midnight. On May 3, 2022 2:00 pm, the Building Manager and Maintenance Manager conducted the unit inspection. They found that a dishwasher was hooked up in the kitchen as well as a box covering the smoke detector on the ceiling. On May 11, 2022 we also issued a breach letter to tenant for tampering [with] the fire prevention equipment; tenant was breaching the tenancy agreement for using dishwasher in the unit. On May 11, 2022, Maintenance Manager handed a 24 hours entry notice to tenant and wanted to conduct a follow up inspection on May 12, 2022 between 1:00pm to

> 5:00pm. On May 12, 2022 around 2:00pm, Property Accountant and two Maintenance Manager[s] wanted to conduct the suite inspection to make sure no box will cover the smoke detector, however, the tenant refused to let us go into the suite for inspection.

[14] On May 24, 2022, Mr. Partridge applied to the Director for an order:

a) cancelling the Eviction Notice;

b) restricting AML's right to access the Premises and permitting Mr. Partridge to change the locks; and

c) allowing Mr. Partridge to keep the dishwasher in the Premises.

[15] On June 16, 2022, AML gave Mr. Partridge another notice indicating that it intended to have its agents enter the premises on June 20, 2022 for the purpose of inspecting the smoke detector. Mr. Partridge granted them access on June 20, 2022 and video-recorded the inspection. He had by then removed the shoebox covering the smoke detector and it was found to be functioning properly.

III. The Decision

[16] The hearing before the Arbitrator took place on September 6, 2022, by conference call. In advance of the hearing, Mr. Partridge had delivered to the Arbitrator a written submission with various exhibits, including the video-recording of the June 20, 2022 inspection and an operating manual for the dishwasher.

[17] His written submission advanced the following arguments, among others:

a) AML did not really believe the complaints to be serious enough to warrant his eviction because it had waited eight days after the May 3, 2022 inspection to deliver the warning letter (in his view, AML was using those things as a pretense to get rid of him – the real reason for his eviction was that AML disliked him because he chose to exercise his rights);

b) he had, in any event, complied with AML's demand that he remove the shoebox covering the smoke detector, but, in his view, he had acted reasonably in placing it there in the first place because:

   i. the fire alarm was too loud and had been sounding too frequently;

   ii. no one had fixed it, despite his complaints; and

   iii. he had cut a hole in the shoebox to allow for air circulation so that the smoke detector could still function properly;

c) the dishwasher could operate without having to be connected to any plumbing, so it posed no risk to anyone and the term in the lease prohibiting him from having one was unconscionable;

d) AML had not given him a reasonable opportunity to remove the offending items – he received the Eviction Notice only two days after the warning letter;

e) it was unreasonable for AML to give notice of its intention to inspect the Premises on three occasions in one month;

f) AML's notice of its intention to inspect the premises on May 12, 2022 was inadequate in any event for failure to specify the purpose of the inspection, and he was therefore lawfully entitled to deny AML entry on that occasion; and

g) his rent should be reduced from $1815 to $400 to compensate him for the mistreatment he has experienced.

[18] Mr. Partridge says that during the hearing, he told the Arbitrator that he would be willing to remove the dishwasher to avoid being evicted. The AML representative who attended the hearing on its behalf has since deposed that that statement was made during a "without prejudice" discussion prior to the evidentiary portion of the hearing, an assertion that Mr. Partridge has not refuted.

[19] The Arbitrator gave the parties the Decision later that day. In it, after reciting what he understood to be the parties' submissions and evidence, he stated that he preferred the evidence of AML's representative over that of Mr. Partridge for various reasons, including that Mr. Partridge had been "argumentative" and "focused on irrelevant matters". He then provided the following reasons for upholding the Eviction Notice:

> In addition to the above, the tenant openly admitted and confirmed that he had placed a box over the smoke and heat detector as well as installing a dishwasher without written permission. The tenant did not take responsibility for his actions and in fact, went on the offensive when questioned and stated how he was correct in his actions and that the landlord was wrong. The tenant was adamant that the landlord should not enter his suite regardless of the reason unless they were entering everyone's suite for the same reason.
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> I find the tenant's actions of tampering with the smoke and heat detector along with installing and continuing to use an unauthorized dishwasher has seriously jeopardized the health or safety or lawful right or interest of the landlord or another occupant, and put the landlord's property at risk, as such, I find that this tenancy is over.

IV. Standard of Review

[20] The parties agree on the applicable standard of review. Through the combined operation of ss. 5.1 and 84.1 of the *RTA* and s. 58 of the *Administrative Tribunals Act*, S.B.C. 2004, c. 45, decisions such as the one under review here are subject to review on a standard of "patent unreasonableness."

[21] In *Red Chris Development Company Ltd. v. United Steelworkers, Local 1-1937,* 2021 BCCA 152, Saunders J.A., writing for the Court, conveniently summarised the nature of the review to be undertaken by this Court under that standard as follows:

> [30] A useful explanation of patent unreasonableness is found in Victoria Times Colonist v. Communications, Energy and Paperworkers, 2008 BCSC 109 (aff'd Victoria Times Colonist, a Division of Canwest Mediaworks Publications Inc. v. Communications, Energy and Paperworkers Union of Canada, Local 25-G, 2009 BCCA 229):
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> > [65] When reviewing for patent unreasonableness, the court is not to ask itself whether it is persuaded by the tribunal's rationale for its decision; it is to merely ask whether, assessing the decision as a whole, there is any rational or tenable line of

> analysis supporting the decision such that the decision is not clearly irrational or, expressed in the *Ryan [Law Society of New Brunswick v. Ryan*, 2003 SCC 20] formulation, whether the decision is so flawed that no amount of curial deference can justify letting it stand. If the decision is not clearly irrational or otherwise flawed to the extreme degree described in *Ryan*, it cannot be said to be patently unreasonable. This is so regardless of whether the court agrees with the tribunal's conclusion or finds the analysis persuasive. Even if there are aspects of the reasoning which the court considers flawed or unreasonable, so long as they do not affect the reasonableness of the decision taken as a whole, the decision is not patently unreasonable.

[22] In *Chishuan Housing Society v. Silver*, 2021 BCSC 1074, Kirchner J. had occasion to consider the standard of review applicable on an application such as this, seeking judicial review of a decision of an arbitrator under the *RTA*, stating as follows:

> [39] The standard of review applicable to decisions of RTB arbitrators is governed by s. 58 of the *Administrative Tribunals Act*, S.B.C. 2004, c. 45. For issues of procedural fairness, the standard is whether, in all circumstances, the decision-maker acted fairly. …
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> [40] For matters within the Arbitrator's exclusive jurisdiction, the standard of review is patent unreasonableness. This standard applies to the question of whether the Arbitrator's reasons are adequate and other grounds raised in the petition.
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> [41] The standard of patent unreasonableness has been variously described but it unquestionably marks the highest level of deference accorded to a tribunal. It has been suggested that a patently unreasonable result is one that "must almost border on the absurd": *Voice Construction v. Construction & General Workers' Union, Local 92*, 2004 SCC 23 at para. 18. In *Ahmad v. Merriman*, 2019 BCCA 82 the Court stated at para. 37
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> > The standard of patent unreasonableness requires the decision under review be accorded "curial deference, absent a finding of fact or law that is patently unreasonable": *British Columbia (Workers' Compensation Appeal Tribunal) v. Fraser Health Authority*, 2016 SCC 25 at para. 29. Stated otherwise, it must be "clearly irrational" or "evidently not in accordance with reason": *Canada (Attorney General) v. Public Service Alliance of Canada*, [1993] 1 S.C.R. 941 at 963–64. A patently unreasonable decision is one that is "so flawed that no amount of curial defence can justify letting it stand": *Ryan v. Law Society (New Brunswick)*, 2003 SCC 20 at paras. 52–53.
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> [42] In *Law Society of New Brunswick v. Ryan*, 2003 SCC 20 the Court described the patently unreasonable standard in these terms:

> In *Southam*, supra, at para. 57, the Court described the difference between an unreasonable decision and a patently unreasonable one as rooted "in the immediacy or obviousness of the defect". Another way to say this is that 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" (*Canada (Attorney General) v. Public Service Alliance of Canada*, [1993] 1 S.C.R. 941, at pp. 963-64, per Cory J.; *Centre communautaire juridique de l'Estrie v. Sherbrooke (City)*, [1996] 3 S.C.R. 84, at paras. 9-12, per Gonthier J.). A decision that is patently unreasonable is so flawed that no amount of curial deference can justify letting it stand.
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> [43] The Supreme Court of Canada's decision in *Canada (Minister of Citizenship and Immigration) v. Vavilov*, 2019 SCC 65 does not alter this standard (see *College of New Caledonia v. Faculty Association of the College of New Caledonia*, 2020 BCSC 384 at paras. 32-33). However, it does direct courts to take a "reasons first" approach to reviewing decisions from administrative tribunals and to do so from a posture of restraint. As explained in *Vavilov* at para. 84:
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> > [W]here the administrative decision maker has provided written reasons, those reasons are the means by which the decision maker communicates the rationale for its decision. A principled approach to reasonableness review is one which puts those reasons first. A reviewing court must begin its inquiry into the reasonableness of a decision by examining the reasons provided with "respectful attention" and seeking to understand the reasoning process followed by the decision maker to arrive at its conclusion: see *Dunsmuir*, at para. 48, quoting D. Dyzenhaus, "The Politics of Deference: Judicial Review and Democracy", in M. Taggart, ed., *The Province of Administrative Law* (1997), 279, at p. 286.
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> [44] In *Parmar v. Translink Security Management Limited*, 2020 BCSC 1625 at para. 15 our Court of Appeal confirmed, the "reasons first" approach in *Vavilov* applies in the context of a patently unreasonable standard.

[23] With respect to the need for the arbitrator to provide the parties with adequate reasons to explain the decision, Kirchner J. helpfully summarised the applicable principles as follows:

> [69] Reasons for a decision given by RTB adjudicators are not expected to live up to the standard of a superior court judge: *McDonald* at para. 49. Nor is an administrative decision-maker "required to make an explicit finding on each constituent element, however subordinate, leading to its final conclusion." *Newfoundland and Labrador Nurses' Union v. Newfoundland*

and Labrador (Treasury Board), 2011 SCC 62 at para. 16. See also *Ganitano v. Yeung*, 2016 BCSC 2227 at para. 23.

[70] However, there are minimal standards that a decision maker's reasons must meet, even on a patently unreasonable standard.

[71] In *Laverdure v. First United Church Social Housing Society*, 2014 BCSC 2232, Justice Davies reviewed a number of authorities on the extent to which a RTB arbitrators must provide reasons for a decision. He distilled those authorities to following points:

> [35] What I take from my review of all of the authorities to which I was referred is that for the reasons of a Dispute Resolution Officer to be adequate, they must:
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> 1) Set out the legal test to be met by the party advancing its claim;
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> 2) Set out the adjudicator's findings of fact and the principal evidence upon which those findings were made; and
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> 3) Apply those findings of fact to the test to be met in reaching a conclusion that will allow the parties and others (including a reviewing court) to understand how and why the adjudicator reached that decision. [Emphasis added]

[72] In *Christiansen v. Harwood*, 2015 BCSC 1440, which was also a judicial review from a RTB arbitrator, Justice Fisher (then of this Court) said at para. 20:

> [20] It has been held that reasons will be adequate when they set out the legal test to be met by the party advancing its claim, the findings of fact and the principal evidence on which those findings were made, and an application of those findings to the legal test: *Laverdure v. First United Church Social Housing Society*, 2014 BCSC 2232. It has also been held that in residential tenancy disputes, it is important to assess the sufficiency of reasons in the proper context. In many of these kinds of cases, the legal test will be fairly straightforward and expressed in plain language terms, and the issue to be decided may involve only an assessment of whether a party has given sufficient evidence to support a finding of fact in his or her favour. The primary goal is for the parties and a reviewing court to be able to understand how and why the decision was made: see *Khan v. Shore*, 2015 BCSC 830. [Emphasis added]

[73] Justice Fisher found the reasons adequate even though the arbitrator had not fully explained a specific aspect of the reasoning. She found the arbitrator had generally explained how and why the decisions was made: para. 21.

[74] A persistent theme in all the cases reviewed by Davies J. in *Laverdure* and those that have followed, including *Christensen*, *McDonald*, and others is that the reasons of an administrative decision maker, including those of RTB adjudicators, should at least explain why and how the decision was reached.

> This is true even when the decision is subject to the patently unreasonable standard.

V. The Parties' Arguments

A. Mr. Partridge

[24] Mr. Partridge argues that the Decision is fatally flawed because the Arbitrator misstated or failed to consider his evidence and arguments and then relied on non-existent evidence in arriving at his conclusions, which were largely unexplained.

[25] For example, the Arbitrator described Mr. Partridge's position to be that he would be willing to remove the dishwasher if the building staff stopped entering his apartment. According to Mr. Partridge, what he actually said was that he was willing to remove the dishwasher if it meant he could stay.

[26] In another example, the Arbitrator understood Mr. Partridge to have argued that the building staff should not be permitted to enter the Premises unless they were entering everyone else's suite for the same reason. According to Mr. Partridge, what he actually said was that he wanted to restrict building staff from entering the Premises except in cases of emergency (he later added that he would also consider it acceptable for them to seek access in order to do repair work).

[27] Mr. Partridge says that, in addition, the Arbitrator failed to address his argument that he had been justified in refusing AML entry on May 12, 2022 because the associated notice was unlawful. Not only had AML already given two previous inspection notices that same month, the notice in issue failed to describe the purpose of the inspection accurately or with sufficient specificity. Moreover, AML provided that notice only two days after delivering the warning letter setting a deadline of May 29, 2022 to remove the dishwasher. In these circumstances, he says, the Decision should be set aside for failing to address AML's failure to comply with s. 47(1)(h)(ii) of the *RTA* by not allowing him a reasonable opportunity to rectify the situation, as in *McLintock v. British Columbia Housing Commission*, 2021 BCSC 1972 and *Percy v. Momeni*, 2023 BCSC 522.

[28] Finally, Mr. Partridge argues that there was no evidence before the Arbitrator to support his conclusion that the offending items actually posed a risk of the kind that could have justified evicting him. In that regard, the petition pleads that:

> a) in order to justify evicting him in response to his placement of the cardboard box over the smoke detector, AML had to show that it had tested the smoke detector while the shoebox was there and found its functionality to have been compromised; and
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> b) AML adduced no evidence that the dishwasher posed any risk, but only speculated that:
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> i. it holds water and could therefore leak and cause a flood; and
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> ii. if hot water was emptied into the toilet it could damage the plumbing.

[29] In that sense, Mr. Partridge argues that this case is like *Marshall v. Pohl*, 2019 BCSC 406. There, Skolrood J. (as he then was) set aside the decision of an arbitrator upholding an eviction notice because the arbitrator in that case had failed to identify which of the several incidents in issue were found to have justified the landlord in terminating the lease.

B. AML

[30] AML responds that the petition should be dismissed because the Decision was not patently unreasonable. It argues that Mr. Partridge is improperly seeking to have the court reweigh the evidence that was before the Arbitrator and raising irrelevant matters, some for the first time on review.

[31] In particular, AML argues that the Arbitrator was not required to address Mr. Partridge's allegation that AML had not afforded him a reasonable opportunity to rectify the situation because such a requirement only arises where the landlord relies on s. 47(1)(h) (breach of a material term of the lease), whereas notice was given in this case relying exclusively on s. 47(1)(d), which contains no such requirement.

VI. Discussion

[32] I agree with Mr. Partridge that the credibility discussion with which the Arbitrator began his analysis is problematic, both because the Arbitrator appears to have misstated some of Mr. Partridge's submissions and because the Arbitrator did not explain what evidence he accepted, or refused to accept, on that basis.

[33] However, the Arbitrator's conclusions on credibility do not appear to have played a significant part in the overall rationale for the Decision, which flowed more narrowly from the undisputed fact that when the Premises were inspected on May 3, 2022, the inspectors found a cardboard shoebox placed over the smoke detector and a dishwasher hooked up in the kitchen. It was also clear that the dishwasher remained installed at the time of the hearing before the Arbitrator.

[34] Despite Mr. Partridge's submissions and evidence to the contrary, I am not persuaded that it was patently unreasonable for the Arbitrator to conclude that his conduct posed a sufficiently serious or significant risk to the safety of the landlord or the other tenants or their property. Although I appreciate that Mr. Partridge had adduced some evidence weighing against those findings and had urged the Arbitrator not to make them, the role of this court is not to reweigh that evidence.

[35] This is not a case like *Marshall* where the arbitrator failed to explain the path he had followed to arrive at the result. Here, the Arbitrator expressly found that the Eviction Notice was justified on both grounds (smoke detector and dishwasher), but, as the Arbitrator himself observed, either would have sufficed on their own.

[36] The Arbitrator was not required to insist that AML present proof that the smoke detector's functioning was actually compromised with a cardboard shoebox over it. The Arbitrator could reasonably have inferred on the evidence before him that there was at least a risk that it was.

[37] The evidentiary basis for the Arbitrator's conclusion that the dishwasher posed a significant risk is, admittedly, less apparent. The Decision contains no explanation for that conclusion. The petition pleads that AML had urged the

Arbitrator to find that the dishwasher posed various risks but that its arguments in that regard were speculative. While it may not have been "clearly irrational" for the Arbitrator to have found at least one of them persuasive, if that were the only ground supporting the eviction, the result of this review may have been different.

[38] In any event, it was not patently unreasonable for the Arbitrator to read the *RTA* as entitling AML to terminate the lease on the basis that Mr. Partridge had done at least one of those things in the past, regardless of any subsequent willingness (or even action) on his part to rectify the situation later by removing the offending items. I agree with AML that Mr. Partridge's argument to the contrary confuses the requirements in s. 47(1)(d) with those in s. 47(1)(h). The latter allows for termination of a lease if the tenant has (i) failed to comply with a material term and (ii) has not corrected the situation within a reasonable time after the landlord gives written notice to do so. That second requirement is simply not found in s. 47(1)(d) and therefore did not have to be satisfied.

[39] Further, the May 11, 2022 warning letter directed Mr. Partridge, among other things, to remove the shoebox forthwith. Rather than demonstrate that he had in fact complied with that reasonable demand (as he now says he did), he refused entry when AML tried to check on the following day that he had done so. The Arbitrator reasonably concluded that, far from wanting to rectify the situation, Mr. Partridge "did not take responsibility for his actions" and continued to see them as "correct". His written arguments to the Arbitrator, summarised above, amply justified that conclusion.

[40] In these circumstances, I disagree with Mr. Partridge's argument that it was incumbent on the Arbitrator to rule on whether AML's demand to inspect the Premises on May 12, 2022 was lawfully given before finding that AML was within its rights to terminate the lease.

[41] In summary, I have concluded that, overall, the Decision was not patently unreasonable.

[42] Although the petition also pleads that there was a lack of procedural fairness before the Arbitrator (in particular, because Mr. Partridge was not given sufficient time to make his submissions to the Arbitrator and because the Arbitrator had not read his written argument in advance of the hearing), those grounds of review were not pressed at the hearing before me and in any event are not supported by the evidence.

VII. Disposition

[43] It follows that the petition must be dismissed and I so order.

[44] At the conclusion of the hearing before me, Mr. Partridge's counsel asked, in the event the petition is dismissed (as it now has been), for a further extension of the stay in order to allow him more time to find new accommodation. I am not prepared to make such an order. The stay was granted pending the outcome of this proceeding, which has now been dismissed. The order of the Arbitrator is therefore once again in effect and there is no valid reason to stay its operation any longer.

"Milman J."