

# IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Dahl v. Sangha*,  
2024 BCSC 1919

Date: 20241018  
Docket: S249925  
Registry: New Westminster

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

Between:

**Gregory P.J. Dahl and Claudia Ann Drummond**

Petitioners

And

**Randeep Sangha**

Respondent

Before: The Honourable Mr. Justice Veenstra

On judicial review from: An order of the Residential Tenancy Branch,  
dated May 30, 2023 (RTB File Nos. 310071669 and 310072915).

## Reasons for Judgment on Costs

Counsel for the Petitioners: S. Patro

Counsel for the Respondent: S. Gill

Date of Written Submissions from the  
Petitioner Received: October 7, 2024

Date of Written Submissions from the  
Respondent Received: October 15, 2024

Place and Date of Judgment: New Westminster, B.C.  
October 18, 2024

[1] On September 3, 2024, I gave reasons for judgment in this judicial review proceeding, setting aside the award of an arbitrator under the *Residential Tenancy Act*, S.B.C. 2002, c. 78, and remitting the matter to the Residential Tenancy Branch (“RTB”). That judgment is indexed at 2024 BCSC 1614.

[2] I gave the parties liberty to seek costs, and subsequently received a submission from the petitioners seeking either:

- a) Costs of the proceeding on Scale B, plus double costs from one or the other of two formal offers to settle given pursuant to Rule 9-1; or alternatively,
- b) Costs of the proceeding throughout on Scale B.

[3] The respondent opposes the order, saying that success on the petition was mixed given that I did not accept the submission of the petitioners that the eventual dismissal of the water damage claims was inevitable. The respondent submits that each party should bear their own costs.

[4] I have reviewed the two offers to settle relied on by the petitioners. Each proposes a full and final settlement of their dispute with respect to water damage in the rental property, in return for the petitioners paying a portion of the respondent’s claim. The better of the two offers would have given the respondent a net recovery of about one quarter of her claim.

[5] The difficulty I have with these offers is that the respondent’s claim has not been dismissed – it has simply been referred back to the RTB. It is possible that, on a new hearing, the respondent may still recover damages in respect of this claim. The ultimate result with respect to the water damage claims is not known.

[6] In all of the circumstances, I am unable to conclude that either of the offers that were made was one that “ought reasonably to have been accepted”.

[7] In my view, this is not a case in which double costs would be appropriate.

[8] I am, however, of the view that the petitioners were substantially successful on the hearing of the petition. While it is true that I did not accept the petitioners' submission that dismissal of the respondent's claim was inevitable, and that I should simply set aside the order without remitting the matter to the RTB, that question took up only a very small amount of hearing time.

[9] While the petitioners seek their costs on Scale B, I have a difficult time seeing this as a matter that was of ordinary difficulty. This was a judicial review, and the issues were decided based on the record before the arbitrator. While the parties did file voluminous affidavits, the necessary evidence was all found in an affidavit submitted by the RTB. [That said, I recognize that procedurally there is an onus on a petitioner to submit evidence along with the filing of the petition, so at least some evidence from the petitioners was required.] The hearing was less than a full day and the issue was a discrete one – whether the arbitrator's decision with respect to water damage was patently unreasonable. The standard of review was not in dispute, and the legal issues were not complex.

[10] In my view, this was a matter of less than ordinary difficulty, and costs of this matter are properly assessed on Scale A. For clarity, this has no impact on the costs order made by Justice Mayer on a preliminary application, which ordered costs in a fixed amount summarily assessed at the time of that application.

“Veenstra J.”