



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Gupbarb Groups Holdings Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes

Landlord's application: OPR, MNR, MNSD, FF

Tenants' application: CNR, ERP, RP, RR

### Introduction

This was a hearing with respect to applications by the landlord and by the tenants. The landlord applied for an order for possession for unpaid rent, a monetary order and an order to retain the security deposit. The tenants applied to cancel a Notice to End Tenancy for unpaid rent. They also requested repairs orders and a rent reduction.

### Issue(s) to be Decided

Is the landlord entitled to an order for possession pursuant to a Notice to End Tenancy for unpaid rent?

Is the landlord entitled to a monetary award and if so, in what amount?

Are the tenants entitled to a repair order or to other relief?

### Background and Evidence

The rental unit is an apartment in New Westminster. The tenancy began on or about October 1, 2014. Before they moved to the rental unit each of the tenants had separate tenancies in different rental units in the rental property. The landlord has claimed separate amounts of money for rent and repairs against each tenant relating to their former tenancies in different units in the rental property. On October 16, 2015 the landlord served the tenant L.S. with a 10 day Notice to End Tenancy for unpaid rent in the amount of \$498.33. The landlord served a separate 10 day Notice to End Tenancy to the tenant M.S. for unpaid rent in the amount of \$325.00. At the hearing the landlord's representatives acknowledged that the tenants' rent for the unit they presently occupy is fully paid and up to date. The Notices to End Tenancy given by the landlord are for separate amounts that the landlord claims are outstanding from their previous tenancies. There are other issues with respect to the current tenancy. The landlord is trying to treat the unit for bedbugs, but the landlord's representative said that the

tenants have refused to properly prepare the unit for treatment. The unit is so cluttered and messy that it cannot be properly treated.

The tenants requested repairs and pest treatments and also requested more time to prepare evidence because one of the tenants is ill and recovering from surgery.

### Analysis

The landlord has applied for an order for possession pursuant to Notices to End Tenancy for unpaid rent. The supposed unpaid rent is actually money claimed to be owed with respect to two previous tenancies, now ended, of different units in the rental property. The landlord should have made applications for dispute resolution for the former tenancies. Because those tenancies have ended, the landlord would be limited to claiming a monetary award only. The landlord's claims have no relation to the current tenancy of an entirely different rental unit. The landlord's claim for an order for possession is dismissed without leave to reapply. The landlord's claim for a monetary award is also dismissed, but the landlord may file new separate monetary claims with respect to the former tenancies, subject to any applicable time limits if it chooses to do so.

The tenants have requested repair orders and a rent reduction, but they did not submit proper evidence to support their claims and requested more time to do so; accordingly I dismiss the tenants' claims with leave to reapply.

### Conclusion

The landlord's claim for an order for possession and a monetary order are dismissed. The tenant's claims for repairs and a rent reduction are dismissed with 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: January 08, 2016

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Residential Tenancy Branch

