



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

INTERIM DECISION

Dispute Codes:

MNSD, MNDCT, FFT

Introduction:

On March 13, 2019 the Tenants filed an Application for Dispute Resolution in which the Tenants applied:

- to cancel a Notice to End Tenancy for Cause;
- for an Order of Possession;
- for an Order requiring the Landlord to provide services or facilities;
- for an Order requiring the Landlord to comply with the tenancy agreement or the *Residential Tenancy Act (Act)*; and
- to recover the fee for filing this Application..

The male Tenant stated that the Application for Dispute Resolution and the Notice of Hearing were sent to the Landlord, via registered mail. The Landlord acknowledged receipt of these documents.

On April 12, 2019 the Tenants submitted an Amendment to an Application for Dispute Resolution, in which they withdrew all of their original claims, with the exception of the application to recover the filing fee. The Tenants added an application for a monetary Order for money owed or compensation for damage or loss and an application to recover their security/pet damage deposit.

The male Tenant stated that the Amended Application for Dispute Resolution was sent to the Landlord, via registered mail. The Landlord acknowledged receipt of this document.

Issue(s) to be Decided:

Are the Tenants entitled to the return of security deposit?

Are the Tenants entitled to compensation relating to how this tenancy ended?

Background and Evidence:

The Landlord stated that on March 02, 2019 she filed an Application for Dispute Resolution in which she applied for a monetary Order and to retain the Tenants' security deposit. The Landlord and the Tenants agree that a hearing to consider the merits of the Landlord's Application is scheduled for June 20, 2019. The file number for this hearing appears on the first page of this decision.

She stated that the issues in dispute at these proceedings are closely related to the issues in dispute at the hearing scheduled for June 20, 2019, as they relate to damages caused by a flood in the unit and to the disposition of the security deposit. The Tenants claim is related to a flood in the unit and to the disposition of the security deposit.

As the issues are closely related, the Landlord asked that the matters be jointly considered at the hearing on June 20, 2019. She stated that she is waiting for additional information from the insurance company and the delay will provide her with an opportunity to submit additional evidence.

The female Tenant opposed the application. She stated that the Tenants are prepared to proceed today and they would like to have their claims resolved as soon as possible.

Analysis:

Rule 2.10 of the Residential Tenancy Branch Rules of Procedure stipulates that Applications for Dispute Resolution may be joined and heard at the same hearing so that the dispute resolution process will be fair, efficient and consistent. In considering whether to join applications, the Residential Tenancy Branch will consider the following criteria:

- a) whether the applications pertain to the same residential property or residential properties which appear to be managed as one unit; and
- b) whether all applications name the same landlord.
- c) whether the remedies sought in each application are similar; or

d) whether it appears that the arbitrator will have to consider the same facts and make the same or similar findings of fact or law in resolving each application.

As the parties named in the Tenants' Application for Dispute Resolution are the same as the parties named in the Landlord's Application; the Applications pertain to the same rental unit; and the Arbitrator will have to consider similar facts and make related findings in regards to compensation due to either party and the disposition of the security deposit, I find that the matters should be joined.

In determining this matter I have placed no weight on the Tenants' desire to have their claims resolved as soon as possible. I find that the Tenants received an expedited hearing date because they applied to cancel a Notice to End Tenancy and that they subsequently abandoned that claim. Had the Tenants initially only applied for a monetary Order and to recover their security deposit, this hearing would have been scheduled after June 20, 2019. I therefore find it is not unfair to the Tenants to delay this hearing by approximately 6 weeks.

I also find it is fair to the Landlord to provide her with additional time to submit evidence in support of her claims.

Conclusion:

I adjourn this hearing and find that it should be joined with the hearing scheduled to consider the Landlord's Application for Dispute Resolution on June 20, 2019.

This interim 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: May 06, 2019

Residential Tenancy Branch