



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Belmont Properties and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes : CNC, FFT, RP, MNDCT

Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- An order requiring the landlord to carry out repairs pursuant to section 32;
- Cancellation of One Month Notice to End Tenancy for Cause (“One Month Notice”) pursuant to section 47;
- A monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* (“*Regulation*”) or tenancy agreement pursuant to section 67 of the *Act*;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

The tenant attended. The agents AG and MP attended for the landlord (“the landlord”).

Both parties had full opportunity to provide affirmed testimony, present evidence, cross examine the other party, and make submissions.

The landlord acknowledged receipt of the tenant’s Notice of Hearing and Application for Dispute Resolution. The tenant acknowledged receipt of the landlord’s materials. Neither party raised issues of service. I find the tenant served the landlord in accordance with section 89 of the *Act*.

I explained the hearing process to the parties and they had an opportunity to ask questions.

Preliminary Issue:

At the commencement of the hearing, I advised the parties that Rule 2.3 of the Residential Tenancy Branch Rules of Procedure states that claims made in the application must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

The tenant's application included unrelated claims in addition to the tenant's application to dispute the landlord's Notice. I find that the tenant's primary application pertains to disputing a notice to end tenancy; therefore, I find that the additional claims are not related to whether the tenancy continues.

Thus, all the tenant's claims, except for the tenant's application to dispute the landlord's Notice were dismissed. I make no findings with respect to these claims. I grant the tenant liberty to reapply for these claims subject to any applicable limits set out in the *Act*.

Withdrawal by the Landlord

During the hearing, the landlord withdrew the One Month Notice and submitted no evidence with respect to the Notice. The tenant withdrew his claim to cancel the Notice.

In the absence of any evidence or submissions with respect to the Notice, I order the tenant's Application dismissed with leave to reapply. Leave to reapply does not constitute an extension of any applicable time limit.

I order that the tenancy shall continue until it is ended in accordance with the Agreement and the *Act*.

Conclusion

The tenant's Application is dismissed with leave to reapply. The tenancy shall continue until it is ended in accordance with the Act.

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: March 27, 2020

Residential Tenancy Branch