



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MACDONALD COMMERCIAL REAL ESTATE SERVICES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RP, PSF, OLC

Introduction and preliminary matters

On March 12, 2020, the Tenant applied for a Dispute Resolution proceeding seeking a repair Order pursuant to Section 32 of the *Residential Tenancy Act* (the “*Act*”), seeking provision of services or facilities pursuant to Section 62 of the *Act*, and seeking an Order to comply pursuant to Section 62 of the *Act*.

The Tenant attended the hearing and K.F. attended the hearing as an agent for the Landlord. All in attendance provided a solemn affirmation.

The Tenant advised that she served the Landlord with the Notice of Hearing package by registered mail on March 27, 2020 and K.F. confirmed that the Landlord received this package. Based on this undisputed evidence, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Landlord was served the Notice of Hearing package.

During the hearing, I advised the Tenant that as per Rule 2.3 of the Rules of Procedure, claims made in an Application must be related to each other and that I have the discretion to sever and dismiss unrelated claims. As such, I advised the Tenant that this hearing would primarily address the Tenant’s most pressing issues, that her other claims would be dismissed, and that she is at liberty to apply for these claims under a new and separate Application.

The Tenant advised that she served her evidence to the Landlord by email; however, she was not sure when she did this. K.F. advised that the Landlord received this evidence on April 22 or 23, 2020 and that the Landlord did not have sufficient time to respond to this evidence. The Tenant was advised that the hearing could continue; however, there would be a possibility that her evidence may not be considered as it would be prejudicial to the Landlord. Alternately, the hearing could be adjourned to

allow the Landlord time to review the evidence and submit a response. The Tenant elected to withdraw her Application at this time.

I find that the Tenant's request to withdraw the Application in full does not prejudice the Landlord. Therefore, the Tenant's request to withdraw the Application in full was granted.

Conclusion

The Tenant has withdrawn this Application in full and her Application is consequently dismissed with leave to reapply.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: April 28, 2020

Residential Tenancy Branch