



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      FFT, MNDCT, RP, LRE, OLC, MNRT

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to make repairs to the rental unit pursuant to section 33;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The parties acknowledged receipt of evidence submitted by the other. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

### Preliminary Issue- Severance

Residential Tenancy Branch (RTB) Rule of Procedure 2.3 states that claims made in an Application for Dispute Resolution must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

It is my determination that the priority claims regarding the tenants request for the landlord to conduct repairs, an order to compel the landlord to comply with the Act,

regulation or tenancy agreement, and an order to suspend or limit the landlords right to enter the rental unit is not sufficiently related to the tenants monetary claim to warrant that they be heard together. The parties were given a priority hearing date in order to address the priority issues.

The tenant's monetary claim is unrelated in that the basis for them rests largely on facts not germane to the priority issues before me. I exercise my discretion to dismiss the tenants monetary claim with leave to reapply.

#### Issue(s) to be Decided

Is the tenant entitled to an order to compel the landlord to comply with the Act, regulation, or tenancy agreement?

Is the tenant entitled to an order compelling the landlord to conduct repairs to the rental unit?

Is the tenant entitled to an order that suspends or limits the landlords right to enter the rental unit?

Is the tenant entitled to the recovery of the filing fee for this application from the landlord?

#### Background and Evidence

The tenant gave the following testimony. The tenant testified that he moved into the unit on April 1, 2020. The tenant testified that on April 27, 2020 he received a phone call from his neighbours that about ten guys were breaking into his place and throwing his stuff out the window. The tenant testified that the landlord broke into the suite. The tenant testified that he called the police and that all the men in the house ran. The tenant testified that the landlord damaged his motorcycle, his personal belongings and stole \$6500.00 cash from him. The tenant testified that he has not paid the rent for the past three months as that would be considered overpayment for what they have done to him.

The landlord gave the following testimony. SS testified that the tenant was to move into the unit on May 1, 2020. SS testified that the tenant broke into the unit and changed the locks. SS testified that when the police came, they arrested the tenant and that they told him to move out, but he has refused. SS testified that the tenant is the one that caused all the damage to the unit in excess of \$50,000.00. SS testified that the tenant has refused to pay rent since taking the unit.

### Analysis

The relationship between the parties is an acrimonious one. Both parties repeatedly called the other a “liar” and “fraud”. The landlord was especially upset at the racial comments made by the tenant. I cautioned both parties about their behaviour during the hearing as they would often engage in yelling at each other instead of presenting their position. The tenant sought a repair order, an order to comply with the Act, and an order to limit or suspend the landlord’s entry into the unit. The tenant was given full and ample opportunity to give testimony in regard to those issues. However, the tenant chose to use the entire hearing to refer to a previous decision from another Arbitrator and how the landlord owes him money. I provided both parties detailed information as to the priority issues that needed to be addressed on three separate occasions, but the tenant continually referred back to the issue of the original move in date and that the landlord stole and damaged his belongings. The tenant did not provide testimony in regard to the priority issues. Based on the insufficient evidence before me, I dismiss the tenant’s application in its entirety without leave to reapply.

### Conclusion

The tenant’s application is dismissed without leave to reapply.

The tenants monetary claim is 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: August 31, 2020

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Residential Tenancy Branch