



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP, PSF, RR, LRE, AAT, OLC, DRI, MNDCT

Introduction

On August 26, 2020, the Tenant applied for dispute resolution seeking the following relief:

- for money owed or compensation for damage or loss.
- to dispute a rent increase that is above the amount allowed by law.
- to reduce rent for repairs, services, or facilities agreed upon but not provided
- to suspend or set conditions on the Landlords right to enter the rental unit.
- to allow access to the unit for the Tenant or guests.
- for an order that the Landlord make repairs to the rental unit.
- for an order that the Landlord provide services or facilities required by the tenancy agreement or law.

On August 28, 2020 the Tenant amended the application to change his service address.
On August 31, 2020 the Tenant amended the application to change the monetary claim.
On September 21, 2020 the Tenant amended the application to change the monetary claim.

The matter was scheduled for a teleconference hearing. The Landlord and Tenant attended the hearing. The Landlord was assisted by legal counsel.

At the start of the hearing I introduced myself and the participants. The hearing process was explained.

The parties provided testimony that an order of possession for the rental unit granted to the Landlord at an earlier dispute resolution hearing is now at Judicial Review at the Supreme Court.

The Tenant's application contains numerous claims. The Tenant was informed that the hearing could proceed on all his claims; however, it would be more likely than not that all the issues would not be heard within a 60-minute hearing. The parties were informed that to proceed with all the claims would result in the need for more time and that the hearing would likely be adjourned to continue on a future date. The Tenant was given a choice to proceed with all his claims or to choose a couple of issues and be granted leave to reapply for the remainder of his claims. The Tenant chose to proceed with his request to dispute a rent increase and for a repair order.

The Tenant's documentary evidence was then reviewed. The Tenant testified that he did not serve all of the documentary evidence that was provided to the Residential Tenancy Branch to the Landlord. The Tenant asked to exclude certain documents and was unable to confirm or prove which documents were served to the Landlord. The number of pages the Tenant stated he served was not congruent with the number of pages received at the RTB and was also not in agreement with the number of documents the Landlord stated he received.

An applicant must be prepared to demonstrate to the satisfaction of the arbitrator that a respondent was served with all evidence as required by the Act, and the Rules of Procedure. It would be unfair to the Landlord for me to consider evidence that the Landlord did not receive and did not have an opportunity to consider and respond to.

Due to this development, the Tenant requested that the entirety of his application be dismissed with leave to reapply.

In reply, the Landlord's counsel suggested that perhaps the hearing could proceed on the issue of repairs. The Tenant understood this to mean that the Landlord was agreeing to make a repair and the Landlord's counsel corrected the Tenant's understanding by stating that there is no agreement, but the matter could be heard. The Tenant did not appear to fully understand the Landlord's suggestion.

The Landlord's counsel then agreed to the Tenant's request to have his entire application dismissed with leave to reapply. The Landlord's counsel suggested that the Tenant may want to serve documents directly to him, if the Tenant reapplies for dispute resolution.

Since the Tenant requested to withdraw his application with leave to reapply, and since the Landlord consented, the Tenant's application is dismissed in its entirety 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: October 08, 2020



F. Lee, Arbitrator
Residential Tenancy Branch