



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MULTIPLE REALTY LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL-S, MNDL, MNDCL, FFL

Introduction

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

- a monetary order for unpaid rent, for damage to the rental unit, and for compensation under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit, pursuant to section 38; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The tenant did not attend this hearing, which lasted approximately 15 minutes. The landlord's agent ("landlord") attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord confirmed that he was the property manager for the landlord company named in this application and that he had permission to speak on its behalf.

At the outset of the hearing, I informed the landlord that he was not permitted to record the hearing, as per Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("Rules"). During the hearing, the landlord affirmed under oath that he would not record this hearing.

The landlord did not make any adjournment or accommodation requests at this hearing.

The landlord stated that the tenant was served with the landlord's application for dispute resolution hearing package on January 28, 2021, by way of registered mail to a forwarding address provided by the tenant on January 16, 2021, in the move-out condition inspection report. The landlord provided a copy of the report. The landlord

provided a Canada Post receipt and confirmed the tracking number verbally during the hearing. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was deemed served with the landlord's application on February 2, 2021, five days after its registered mailing, to the tenant's forwarding address.

Preliminary Issue - Landlord's Monetary Claim

At the outset of the hearing, the landlord confirmed that he applied for a monetary order of \$2,200.00 plus the \$100.00 filing fee, and that he wanted to retain the tenant's security deposit of \$1,850.00 against the above amount.

Later in the hearing, the landlord stated that he wanted to pursue an increased monetary claim of \$4,050.00. I informed the landlord that he confirmed his monetary claim of \$2,200.00 at the beginning of the hearing and that he indicated this amount in his online application details and in his monetary order worksheet.

I provided the landlord with an opportunity to pursue his monetary claim for \$2,200.00 at this hearing but he refused, claiming that he only wanted the higher amount of \$4,050.00.

I notified the landlord that he could not amend his application to increase his monetary claim at the hearing, when the landlord did not file or serve an amendment form to the tenant, the tenant did not have notice of same, and the tenant did not attend this hearing to consent.

The landlord claimed that he would pursue some monetary claims now and the rest in a future application. Rule 2.9 of the *RTB Rules* does not permit a party to divide or split their claims. I repeatedly informed the landlord about this rule during the hearing. However, the landlord continued to argue and stated that the monetary claim "is not your concern."

I notified the landlord that he filed this application on January 27, 2021, after the tenancy ended on January 16, 2021. This hearing occurred on June 1, 2021, more than 4 months after this tenancy ended. As per the landlord's online application details, the landlord claimed to have re-rented the unit to new tenants on February 1, 2021. The landlord had ample time to know the full details of his application and to amend it and serve notice to the tenant, prior to this hearing, but failed to do so.

The landlord refused to answer my questions and would not indicate how he wanted to proceed with his monetary application. Therefore, I informed him that the landlord's application was dismissed with leave to reapply, except for the \$100.00 filing fee which was dismissed without leave to reapply.

Preliminary Issue – Landlord's Behaviour

Rule 6.10 of the RTB *Rules* permits me to exclude a party from the hearing and to continue the hearing in their absence if a party acts inappropriately and does not follow the Arbitrator's directions.

Throughout the hearing, the landlord interrupted me, spoke at the same time as me, argued with me, and refused to answer my questions. When I informed the landlord that I could not provide legal advice regarding his application and that he could retain a lawyer for same, he became upset and claimed that he did not need a lawyer.

I cautioned the landlord multiple times that I would end the hearing if he refused to answer my questions. I informed him that I could not make a decision regarding the landlord's monetary application if he refused to answer questions about it. The landlord continued with his repeated arguments and inappropriate behaviour. The hearing began at 1:30 p.m. Therefore, at 1:45 p.m., I thanked the landlord for attending and ended the hearing.

Conclusion

The landlord's application to recover the \$100.00 filing fee is dismissed without leave to reapply.

The remainder of the landlord's application 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: June 01, 2021

Residential Tenancy Branch