



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding LEWIS STREET  
APARTMENTS BROWN BROS AGENCIES LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, MNDCT, RPP

### Introduction

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

- authorization to obtain a return of the pet damage deposit, pursuant to section 38;
- a monetary order for compensation under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67; and
- an order requiring the landlord to return the tenant's personal property, pursuant to section 65.

Landlord company LSA's lawyer and two agents, landlord company BBAL's agent, the tenant, and the tenant's two advocates attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenant intended to call his partner as a witness, so she was excluded from the outset of the hearing. She did not return to testify at this hearing. This hearing lasted approximately 24 minutes.

Landlord company LSA's two agents confirmed that their lawyer had permission to represent them and their company that owned the rental unit. Landlord company BBAL's agent confirmed that she had permission to represent the company. The tenant confirmed that his two advocates had permission to represent him.

At the outset of the hearing, I informed both parties that Rule 6.11 of the Residential Tenancy Branch *Rules of Procedure* does not permit recording of a hearing by any party. Landlord company LSA's lawyer and two agents, landlord company BBAL's agent, the tenant, and the tenant's two advocates all affirmed under oath that they would not record this hearing.

I explained the hearing process to both parties. Both parties had an opportunity to ask questions. Neither party made any adjournment or accommodation requests.

At the outset of the hearing, landlord company LSA's lawyer and landlord company BBAL's agent both stated that they received the tenant's application for dispute resolution and notice of hearing. They both claimed that they did not receive the tenant's evidence at least 14 days prior to this hearing date.

Pursuant to section 64(3)(c) of the *Act*, I amended the tenant's application to remove the name of the landlord company RCCL from this proceeding. Both parties consented to this amendment during the hearing.

At the outset of the hearing, both parties consented to join the applications of 21 tenants together with the same landlords, relating to the same rental property. Landlord company LSA's lawyer stated that he only had this file number and applied for a joiner half an hour prior to this hearing on June 22, 2021.

The tenant's advocate LV stated that she did not know the landlords wanted to join all of the applications together, but the tenant was agreeable to same. She confirmed that there were 21 different tenants with 21 separate hearing dates at the RTB, relating to the same landlords and rental property. She confirmed that the 20 other tenants would withdraw their separate applications, cancel their RTB hearing dates, and refile for a joiner of all applications. None of the other 20 tenants were present at this hearing.

The tenant's advocate LV confirmed that the tenant agreed to withdraw this application and apply for a joiner of all applications, together with the landlords. Landlord company LSA's lawyer and landlord company BBAL's agent both agreed to same. On the basis of the consent of both parties, the tenant's application is withdrawn with leave to reapply.

I am not seized of this application or any of the other 20 applications, as I have not heard substantive evidence regarding any of these files. Only service of documents and the above amendment were discussed at this hearing relating to this one specific application only.

### Conclusion

The tenant's application is withdrawn 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 22, 2021

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Residential Tenancy Branch