



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC-MT, LRE, OLC, MNDCT

### Introduction

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

- more time to make an application to cancel the landlord's One Month Notice to End Tenancy for Cause, dated February 27, 2021 ("1 Month Notice"), pursuant to section 66;
- cancellation of the landlord's 1 Month Notice, pursuant to section 47;
- an order restricting the landlord's right to enter the unit, pursuant to section 70;
- an order requiring the landlord to comply with *the Act, Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 62; and
- a monetary order for compensation under the *Act, Regulation* or tenancy agreement, pursuant to section 67.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. A female witness called in on behalf of the tenant and was excluded from the outset of the hearing. The witness did not call back to testify. This hearing lasted approximately 12 minutes.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("*Rules*") does not permit recording of a hearing by any party.

Neither party made any adjournment or accommodation requests at this hearing.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant confirmed receipt of the landlord's evidence. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application and the tenant was duly served with the landlord's evidence.

The tenant claimed that she uploaded notes to the online RTB system that she did not serve to the landlord. She explained that this was done in error and she was unable to delete the notes after they were uploaded. She said that she did not want the landlord to see these notes. I informed her that I was unable to remove the notes from the online RTB system and that I did not disclose these notes to the landlord.

I cautioned the tenant that if she did not serve evidence to the other party or if she intended to keep evidence private from the other party, she cannot rely on it at an RTB hearing. The tenant confirmed her understanding of same.

At the outset of the hearing, the tenant confirmed that she vacated the rental unit on April 30, 2021. The landlord confirmed this information. I notified the tenant that her entire application, except for her monetary claim, was dismissed without leave to reapply, as she no longer required orders relating to an ongoing tenancy. The tenant confirmed her understanding and agreement to same.

#### Preliminary Issue – Severing the Tenant's Monetary Application

The tenant stated that she waited until May 11, 2021, just weeks before this hearing date on June 1, 2021, to amend her application to add a monetary claim. She claimed that she intentionally waited because she was having issues with the landlord.

Rule 2.3 of the RTB *Rules* states that claims made in an application 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 relating to an ongoing tenancy are not sufficiently related to the tenant's claim for monetary compensation, to warrant that they be heard together. The tenant was given a priority hearing date in order to address the 1 Month Notice and orders to comply. The tenant filed her application on February 24, 2021. The tenant intentionally waited to add a monetary claim only weeks before this hearing. The monetary application is not a priority hearing issue.

I exercise my discretion to dismiss the tenant's monetary application with leave to reapply. I informed both parties of this during the hearing. The tenant confirmed her understanding of same.

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, and would not allow me to speak or to answer his questions. The landlord repeatedly claimed that it was his sister’s house and he did not know what he was doing at the hearing. I repeatedly informed the landlord that a full hearing on the merits of the tenant’s application was not occurring, so I could not hear his testimony regarding same. The landlord continued to argue and repeat his claims. I repeatedly notified the landlord that I already dismissed the tenant’s application and that any submissions regarding her monetary claim could be heard in the future if the tenant applied for same.

I cautioned the landlord multiple times that I would end the hearing if he did not allow me to speak and to conduct the hearing. The landlord continued with his repeated arguments and inappropriate behaviour. The hearing began at 11:00 a.m. Therefore, at 11:12 a.m., I thanked both parties for attending the hearing and notified them that I was closing the hearing.

Conclusion

The tenant’s application for a monetary order for compensation under the *Act*, *Regulation* or tenancy agreement, is dismissed with leave to reapply.

The remainder of the tenant’s application is dismissed without 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

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Residential Tenancy Branch