



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PRESIDENTIAL MANAGEMENT GROUP LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, CNL-4M, OLC, MNDCT, RR, FFT

Introduction

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

- cancellation of the landlord's Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, dated July 2, 2021 ("10 Day Notice"), pursuant to section 46;
- cancellation of the landlord's Four Month Notice to End Tenancy For Demolition, Renovation, Repair or Conversion of Rental Unit, dated August 27, 2021 ("4 Month Notice"), pursuant to section 49(6);
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 62;
- a monetary order for \$480.00 for compensation under the *Act*, *Regulation* or tenancy agreement, pursuant to section 67;
- an order allowing the tenants to reduce rent for repairs, facilities, or services agreed upon but not provided, pursuant to section 65; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord's two agents, landlord LA ("landlord") and "landlord CC," and the two tenants (male and female), attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. This hearing lasted approximately 27 minutes.

This hearing began at 9:30 a.m. with only me present. The landlord's two agents called in at 9:31 a.m. and the two tenants called in at 9:32 a.m. This hearing ended at 9:57 a.m.

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

At the outset of this hearing, I informed both parties that recording of this hearing was not permitted by anyone, as per Rule 6.11 of the Residential Tenancy Branch (“RTB”) *Rules of Procedure* (“Rules”). The landlord’s two agents and the two tenants all separately affirmed, under oath, that they would not record this hearing.

At the outset of this hearing, I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. I informed both parties that I could not provide legal advice to them. Neither party made any adjournment or accommodation requests.

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

At the outset of this hearing, the tenants confirmed that they did not want to pursue their application for a rent reduction. They stated that they tried to amend their application prior to this hearing, to remove this claim, but were unable to do so. I informed them that this portion of their application was dismissed without leave to reapply. They confirmed their understanding of same.

At the outset of this hearing, the male tenant confirmed that both tenants vacated the rental unit on October 3, 2021. I notified the tenants that their application to cancel the landlord’s 10 Day Notice, to cancel the landlord’s 4 Month Notice, and for an order requiring the landlord to comply, was dismissed without leave to reapply. They confirmed their understanding of same.

Preliminary Issue – Inappropriate Behaviour by the Tenants during this Hearing

Rule 6.10 of the RTB *Rules* states the following:

6.10 Interruptions and inappropriate behaviour at the dispute resolution hearing
Disrupting the hearing will not be permitted. The arbitrator may give directions to any person in attendance at a hearing who is rude or hostile or acts inappropriately. A person who does not comply with the arbitrator’s direction may be excluded from the dispute resolution hearing and the arbitrator may proceed in the absence of that excluded party.

Throughout this hearing, the tenants were very angry, upset, and argumentative. The female tenant repeatedly yelled at me and interrupted me, while I was answering the tenants' questions. I was required to repeat information to the tenants because the female tenant was yelling throughout this hearing. The male tenant repeatedly interrupted me, while I was answering his questions.

The tenants were very angry, upset, and argumentative with the landlord during settlement negotiations. The male tenant kept calling the landlord "manipulative" and interrupting the landlord, while she was speaking. The female tenant kept interrupting and yelling at the landlord, while she was speaking.

I repeatedly cautioned the tenants, but they continued with this inappropriate behaviour. However, I allowed the tenants to attend the full hearing, despite their inappropriate behaviour, in order to allow them to engage in settlement negotiations with the landlord's agents, as the tenants asked to discuss settlement. This hearing lasted 27 minutes because of the tenants' repeated arguments and inappropriate behaviour.

Preliminary Issue – Severing the Tenants' Monetary Application

The following RTB *Rules* are applicable and state (my emphasis added):

2.3 Related issues

*Claims made in the application must be related to each other. **Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.***

6.2 What will be considered at a dispute resolution hearing

The hearing is limited to matters claimed on the application unless the arbitrator allows a party to amend the application.

*The arbitrator may refuse to consider unrelated issues in accordance with Rule 2.3 [Related issues]. **For example, if a party has applied to cancel a Notice to End Tenancy or is seeking an order of possession, the arbitrator may decline to hear other claims that have been included in the application and the arbitrator may dismiss such matters with or without leave to reapply.***

At the outset of this hearing, I informed both parties that Rule 2.3 of the RTB *Rules of Procedure* allows me to sever issues that are not related to the tenants' main urgent application. The tenants applied for six different claims in their application. As noted above, four of the tenants' six claims were dismissed without leave to reapply at this hearing.

Both parties were unable to settle the tenants' monetary claim, after engaging in settlement discussions during this hearing.

I informed the tenants that they were provided with a priority hearing date, due to the urgent nature of their application to cancel the landlord's 10 Day Notice and 4 Month Notice, and an order to comply. I informed them that these were the central and most important, urgent issues to be dealt with at this hearing. After 27 minutes in this hearing, there was insufficient time to deal with the tenants' monetary claim. The male tenant claimed that the tenants had over 200 pages of evidence, they wanted to start a class action lawsuit, they wanted to gather witnesses, they wanted to pursue this matter in Court, and they wanted to increase their monetary claim substantially.

I notified the tenants that their monetary application for \$480.00 was dismissed with leave to reapply. I informed them that they received a priority hearing date for the end of tenancy issues, as their monetary claim was a non-urgent lower priority issue, and it could be severed at a hearing. This is in accordance with Rules 2.3 and 6.2 of the RTB *Rules* above. The tenants confirmed their understanding of same.

I notified the tenants that they could file a new application and pay a new filing fee, if they want to pursue their monetary claim in the future. They confirmed their understanding of same.

Filing Fee

I informed the tenants that their application to recover the \$100.00 filing fee was dismissed without leave to reapply. I notified them that the filing fee was a discretionary award usually issued by an Arbitrator after an applicant party is fully successful after a full hearing on the merits of their application and a decision is made by an Arbitrator.

I informed the tenants that I was not required to make a decision at this hearing after a full hearing on the merits of their application. I notified them that they chose to move out of the rental unit over one month prior to this hearing date, rather than wait for a decision from an Arbitrator, regarding the landlord's notices to end tenancy and an order

to comply. I informed them that they no longer wanted to pursue their rent reduction claim at this hearing. I notified them that four of their six claims were dismissed without leave to reapply at this hearing. I informed them that only one of their claims, for a monetary order, was dismissed with leave to reapply.

Conclusion

The tenants' application for a monetary order for \$480.00 for compensation under the *Act, Regulation* or tenancy agreement, is dismissed with leave to reapply.

The remainder of the tenants' 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: November 05, 2021

Residential Tenancy Branch