



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WEST URBAN PROPERTIES MANAGEMENT LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC, MNRT, MNDCT, RP, LRE, PSF, FFT

Introduction

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

- 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 of \$80,502.20 for the cost of emergency repairs and for compensation under the *Act*, *Regulation* or tenancy agreement, pursuant to section 67;
- an order requiring the landlord to make repairs to the rental unit, pursuant to section 32;
- an order restricting the landlord's right to enter the rental unit, pursuant to section 70;
- an order requiring the landlord to provide services or facilities required by law, pursuant to section 65; and
- authorization to recover the \$100.00 filing fee for this application, pursuant to section 72.

The landlord's three agents, "landlord TH," "landlord BG," and "landlord AK," and the tenant 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 16 minutes.

The three landlord agents and the tenant confirmed their names and spelling. Landlord BG and the tenant provided their email addresses for me to send this decision to both parties after the hearing.

Landlord TH confirmed that he owns the landlord company (“landlord”) named in this application and that he had permission to speak on its behalf. He stated that the landlord owns the rental building. He said that landlord BG and landlord AK had permission to speak on his and the landlord’s behalf, since they are employed as property managers for the landlord and the rental building.

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*. The landlord’s three agents and the tenant all separately affirmed, under oath, that they would not record this hearing.

I explained the hearing process to both parties. I informed them that I could not provide legal advice to them. Both parties had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests.

The tenant stated that he was only pursuing his monetary application at this hearing, as all other matters in his application were resolved. I informed the tenant that his entire application including the filing fee, except for his monetary claim for \$80,502.20, was dismissed without leave to reapply. He confirmed his understanding of same.

Section 58(2)(a) of the *Act* states the following:

Determining disputes

58 (2) *Except as provided in subsection (4) (a), **the director must not determine a dispute if any of the following applies:***

(a) the amount claimed, excluding any amount claimed under section 51 (1) or (2) [tenant's compensation: section 49 notice], 51.1 [tenant's compensation: requirement to vacate] or 51.3 [tenant's compensation: no right of first refusal], **for debt or damages is more than the monetary limit for claims under the Small Claims Act;**

During the hearing, I notified the tenant that the monetary limit of the RTB jurisdiction is \$35,000.00, so the tenant could not pursue a monetary claim in excess of this amount at the RTB. I informed the tenant that he could pursue his monetary claim for \$80,502.20 at the Supreme Court of British Columbia (“SCBC”). The tenant is not permitted to split his claims between the RTB and the SCBC.

The tenant stated that his monetary claim was for \$40,251.10. I again informed the tenant that the RTB does not have jurisdiction for claims over \$35,000.00.

The tenant asked if he could reduce his claim to \$35,000.00 and have it heard at the RTB. I notified the tenant that he could file a new application, pay a new filing fee, provide a monetary order worksheet with the monetary amount up to \$35,000.00, and evidence to support same. I informed him that he could not amend his application to reduce his claim during this hearing, since the landlord did not have notice of same, in order to respond. The tenant confirmed his understanding of and agreement to same.

Conclusion

I decline jurisdiction over the tenant's monetary application for \$80,502.20. I make no determination on the merits of this portion of the tenant's application. Nothing in my decision prevents the tenant from advancing the above monetary claim before a Court of competent jurisdiction.

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: January 24, 2022

Residential Tenancy Branch