



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RR, RP, FFT

Introduction

This hearing dealt with the tenants' application, filed on November 13, 2021, pursuant to the *Residential Tenancy Act* ("Act") for:

- an order allowing the tenants to reduce past rent of \$5,400.00 for repairs, facilities, or services agreed upon but not provided, pursuant to section 65;
- an order requiring the landlord to complete repairs to the rental unit, pursuant to section 32; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The landlord and the three tenants ("tenant CM," "tenant DM," and "tenant SC") 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 13 minutes.

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

The landlord said that she owns the rental unit. She confirmed the rental unit address.

Tenant DM and tenant SC confirmed that tenant CM had permission to speak on their behalf at this hearing (collectively "tenants"). Tenant CM identified himself as the primary speaker for all three tenants at this hearing.

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 and the three tenants all separately affirmed, under oath, that they would not record this hearing.

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

At the outset of this hearing, tenant CM confirmed that all three tenants vacated the rental unit on November 30, 2021. He said that the tenants did not require any repairs to the rental unit. I notified the tenants that their application for an order requiring the landlord to complete repairs to the rental unit, was dismissed without leave to reapply. They confirmed their understanding of same.

Preliminary Issue – Severing the Tenants’ Monetary Application

The following RTB *Rules* are applicable and state:

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 three different claims in this application. As noted above, one of the tenants' three claims was dismissed without leave to reapply at this hearing.

I informed the tenants that they were provided with a priority hearing date, due to the urgent nature of their application requesting repairs to the rental unit. I informed them that this was the central and most important, urgent issue to be dealt with at this hearing.

Both parties submitted voluminous documents as evidence for this hearing, regarding the tenants' monetary application for a rent reduction. All of the landlord's evidence was submitted to the online RTB system late, on March 4, 2022, less than 7 days prior to this hearing on March 8, 2022, contrary to Rule 3.15 of the RTB *Rules*.

I notified the tenants that their monetary application for a past rent reduction of \$5,400.00 was dismissed with leave to reapply. I informed them that they received a priority hearing date for the repair issue, 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 for a past rent reduction 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. The filing fee is 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 was not required to make a decision or conduct a full hearing on the merits of the tenants' application. I notified the tenants that they moved out of the rental unit on November 30, 2021, shortly after filing this application on November 13, 2021.

Two of the tenants' three claims were dismissed without leave to reapply at this hearing. I informed the tenants that only one of their claims, for monetary order for a past rent reduction, was dismissed with leave to reapply.

Conclusion

The tenants' application for an order allowing them to reduce past rent of \$5,400.00 for repairs, facilities, or services agreed upon but not provided, 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: March 08, 2022

Residential Tenancy Branch