



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL-MT, OLC, MNDCT, FFT

### Introduction

This hearing dealt with the tenant's application, filed on February 8, 2022, pursuant to the *Residential Tenancy Act* ("Act") for:

- more time to make an application to cancel a Two Month Notice to End Tenancy for Landlord's Use of Property ("2 Month Notice"), pursuant to section 66;
- cancellation of the landlord's 2 Month Notice, pursuant to section 49;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 62;
- a monetary order of \$26,250.00 for compensation under the *Act*, *Regulation* or tenancy agreement, pursuant to section 67; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The landlord 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.

The landlord intended to call a witness, who was not present during this hearing. The landlord's witness did not attend or testify at this hearing.

The landlord and the tenant confirmed their names and spelling. Both parties provided their email addresses for me to send this decision to them after the hearing.

The landlord said that he owns the rental unit. He confirmed the rental unit address.

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 tenant both 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. Neither party made any adjournment or accommodation requests.

At the outset of this hearing, the tenant confirmed that she vacated the rental unit on February 28, 2022. She confirmed that she filed this application on February 8, 2022 and amended it on February 14, 2022, to remove her claims for more time to cancel the 2 Month Notice and cancellation of the notice. She stated that she did not require her other claim for an order to comply.

I notified the tenant that her entire application was dismissed without leave to reapply, except for the monetary claim for \$26,250.00. She confirmed her understanding of same.

#### Preliminary Issue – Severing the Tenant’s 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.***

Rule 2.3 of the RTB *Rules of Procedure* allows me to sever issues that are not related to the tenant's main urgent application.

The tenant applied for five different claims in this application. As noted above, four of the tenant's five claims were dismissed without leave to reapply at this hearing.

I informed the tenant that she was provided with a priority hearing date, due to the urgent nature of her claims for more time to cancel the 2 Month Notice, cancellation of the 2 Month Notice, and an order to comply. I informed her that these were 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 tenant's monetary application for \$26,250.00. I notified the tenant that her monetary application for \$26,250.00 was dismissed with leave to reapply. I informed her that she received a priority hearing date for the 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 tenant confirmed her understanding of same.

I notified the tenant that she amended her application to remove her claims related to the 2 Month Notice on February 14, 2022, shortly after filing this application on February 8, 2022, and moved out of the rental unit on February 28, 2022.

I notified the tenant that she could file a new application and pay a new filing fee, if she wants to pursue her monetary claim for \$26,250.00 in the future. She confirmed her understanding of same.

#### Filing Fee

I informed the tenant that her 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 the 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 tenant's application.

#### Conclusion

The tenant's application for a monetary order of \$26,250.00 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: April 01, 2022

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Residential Tenancy Branch