



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNR-MT

### 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 Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, dated March 10, 2022 ("10 Day Notice"), pursuant to section 66;
- cancellation of the landlord's 10 Day Notice, pursuant to section 46.

The landlord, the tenant, and the tenant's two advocates, advocate DD ("tenant's advocate") and "advocate TV," 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 25 minutes from 11:00 a.m. to 11:25 a.m.

The landlord, the tenant, and the tenant's two advocates confirmed their names and spelling. The landlord provided his mailing address and the tenant provided her email address for me to send a copy of this decision to both parties after the hearing.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* does not permit recording of this hearing by any party. At the outset of this hearing, the landlord, the tenant, and the tenant's two advocates all separately affirmed, under oath, that they would not record this hearing.

The landlord stated that he owns the rental unit and provided the rental unit address.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to correct the postal code of the rental unit. The landlord confirmed the correct postal code during this hearing, which the tenant stated incorrectly in her application. I find no prejudice to either party in making this amendment.

The tenant confirmed that her two advocates had permission to speak on her behalf at this hearing.

I explained the hearing process to both parties. They had an opportunity to ask questions. They did not make any adjournment or accommodation requests.

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

The landlord confirmed that he did not submit any documentary evidence for this hearing.

At the outset of this hearing, the landlord and the tenant confirmed that the tenant vacated the rental unit, prior to this hearing. The landlord stated that he changed the locks and took back possession of the rental unit. The landlord said that he did not require an order of possession against the tenant.

Based on the above information, I informed both parties that the tenant's entire application was dismissed without leave to reapply and the landlord would not be issued an order of possession against the tenant. Both parties confirmed their understanding of same.

Pursuant to section 55 of the *Act*, the landlord may be entitled to a monetary order for unpaid rent without filing a separate application.

The landlord stated that he wanted a monetary order for unpaid rent against the tenant and another tenant named in the 10 Day Notice, but not named as a tenant-applicant in this application. He said that the tenant and the other tenant both moved out on May 19, 2022, and he wanted unpaid rent including for May 2022.

The tenant said that she moved out of the rental unit in March 2022, but she was not sure of the exact date, which she would have to determine after this hearing. She claimed that she did not know when the other tenant moved out. She explained that she did not know what rent was paid by the other tenant to the landlord, or the amount of current outstanding rent, as she did not talk to the other tenant about it. She stated that the landlord did not provide any documentary evidence regarding unpaid rent, so she was not prepared to deal with that claim at this hearing.

I notified both parties that I would not deal with the landlord's claim for unpaid rent at this hearing and I could not issue an order to the landlord regarding same. I informed them that the landlord did not provide any documentary evidence regarding unpaid rent for this hearing. I notified them that both parties provided different move-out dates for the tenant, so I could not determine when this tenancy ended, which directly impacts the unpaid rent calculation. I informed them that the other tenant was not named as an applicant-tenant party in this application and was not present at this hearing to provide evidence regarding move-out dates and unpaid rent. I notified them that the tenant did not have proper notice regarding the landlord's unpaid rent claim, since it involves another tenant and possible rent payments by him to the landlord.

Neither party provided a copy of the written tenancy agreement for this hearing, so I cannot determine whether the other tenant was a tenant or a roommate. I informed both parties that I could not amend the tenant's application to add another tenant-applicant party, without their consent, and without them attending this hearing to provide evidence.

Rule 2.9 of the RTB *Rules* does not permit a party to divide or split their claims. I informed both parties that the landlord cannot pursue the tenant for unpaid rent at this hearing and file a future RTB application at a later date for the same unpaid rent against the other tenant, if it relates to the same tenancy, landlord, and rent issues.

I informed the landlord that he could file a future RTB application regarding unpaid rent, if he wants to pursue this claim in the future. He confirmed his understanding of same.

During this hearing, the tenant's advocate provided her phone number to the landlord. She stated that she was available on the day after this hearing, if the landlord wants to contact her regarding the unpaid rent issues, if the landlord is unable to reach the tenant. She claimed that the landlord could contact her or advocate TV, if he was unable to reach the tenant. The landlord confirmed his understanding of same.

Conclusion

The tenant's entire application is dismissed without leave to reapply.

The landlord is not issued an order of possession or a monetary order for unpaid rent, against the tenant.

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: July 07, 2022

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Residential Tenancy Branch