



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding GWAIL NAAY ISLAND HOUSE  
INC and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPL, MNRL

### Introduction

This hearing dealt with the landlord's application, filed on April 6, 2022, pursuant to the *Residential Tenancy Act* ("Act") for:

- an order of possession for landlord's use of property, pursuant to section 55; and
- a monetary order for unpaid rent, pursuant to section 67.

The tenant did not attend this hearing, which lasted approximately 10 minutes. The landlord's agent attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

This hearing began at 11:00 a.m. and ended at 11:10 a.m. I monitored the teleconference line throughout this hearing. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord's agent and I were the only people who called into this teleconference.

The landlord's agent confirmed her name and spelling. She stated that she is the owner and operator of the landlord company ("landlord") named in this application. She said that she had permission to speak on behalf of the landlord at this hearing. She confirmed the legal name of the landlord. She said that the landlord owns the rental unit. She confirmed the rental unit address. She provided her email address for me to send a copy of this decision to her after this hearing.

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

I explained the hearing process to the landlord's agent. I informed her that I could not provide legal advice to her and that she could hire a lawyer for same. I notified her that RTB information officers only provide information, not legal advice, to parties. She had an opportunity to ask questions, which I answered. She did not make any adjournment or accommodation requests. She confirmed that she wanted to proceed with this hearing.

At the outset of this hearing, the landlord's agent confirmed that the tenant vacated the rental unit on June 14 or 15, 2022. She stated that the landlord took back possession of the rental unit and the landlord did not require an order of possession against the tenant. I informed her that this portion of the landlord's application was dismissed without leave to reapply. She confirmed her understanding of same.

#### Preliminary Issue – Severing the Landlord'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.**

##### *2.9 No divided claims*

*An applicant may not divide a claim.*

##### *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.***

Rules 2.3 and 6.2 of the RTB *Rules of Procedure* allow me to sever issues that are not related to the landlord's main urgent application. I informed the landlord's agent that the landlord's monetary application for unpaid rent was severed with leave to reapply.

I informed the landlord's agent that the landlord was provided with a priority hearing date, due to the urgent nature of its claim for an order of possession based on a Two Month Notice to End Tenancy for Landlord's Use of Property ("2 Month Notice"). I notified her that this was the central and most important, urgent issue to be dealt with at this hearing.

The landlord's agent stated that she amended the landlord's application to add a monetary claim for unpaid rent. She said that she also added cleaning to the unpaid rent claim. The landlord filed an amendment form on May 18, 2022, to add a monetary order for unpaid rent claim. The landlord filed another amendment form on June 29, 2022, to add additional unpaid rent and cleaning to the same monetary order for unpaid rent claim. The landlord's agent did not indicate whether she served the above two amendment forms to the tenant. The tenant did not attend this hearing to confirm receipt of the above documents or to consent to amending the landlord's application to add and increase the landlord's monetary claims for unpaid rent and cleaning fees.

I notified the landlord's agent that unpaid rent and cleaning fees are not related to the landlord's application for an order of possession for landlord's use of property based on the 2 Month Notice. I informed her that cleaning fees are not unpaid rent, and the landlord did not apply or amend its application to add a monetary claim for cleaning, damages, or other losses. I notified her that the monetary claims are not related to this application and are non-urgent lower priority issues, that could be severed at a hearing. I informed her that the landlord could not split its claims, and deal with some monetary claims today and some later regarding the same parties and tenancy. This is in accordance with Rules 2.3, 2.9, and 6.2 of the RTB *Rules* above. The landlord's agent confirmed her understanding of same.

I notified the landlord's agent that the landlord could file a new application and pay a new filing fee, if it wants to pursue its monetary claims in the future. She confirmed her understanding of same.

### Conclusion

The landlord's application for a monetary order for unpaid rent is dismissed with leave to reapply.

The remainder of the landlord'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: August 02, 2022

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Residential Tenancy Branch