



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNR, OLC, MNDCT, DRI, AAT, FFT

Introduction

This hearing dealt with the tenant's application, filed on April 25, 2022, pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's One Month Notice to End Tenancy for Cause ("1 Month Notice"), pursuant to section 47;
- cancellation of the landlord's Ten Day Notice to End Tenancy for Unpaid Rent or Utilities ("10 Day Notice"), pursuant to section 46;
- 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 \$7,380.00 for compensation under the *Act*, *Regulation* or tenancy agreement, pursuant to section 67; and
- an order regarding a disputed additional rent increase of \$210.00, pursuant to section 43;
- an order to allow access to or from the rental unit for the tenant or the tenant's guests, pursuant to section 70; 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. This hearing lasted approximately 24 minutes from 11:00 a.m. to 11:24 a.m.

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

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

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 and the tenant both separately affirmed, under oath, that they would not record this hearing.

I explained the hearing process to both parties. They had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests. Both parties confirmed that they were ready to proceed with this hearing.

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 tenant stated that she did not receive any evidence from the landlord. The landlord stated that he served his evidence to the tenant by registered mail to her forwarding address. As I was not required to consider the landlord’s evidence at this hearing or in my decision, I do not find it necessary to record findings regarding service of the landlord’s evidence, in this decision.

At the outset of this hearing, both parties confirmed that the tenant vacated the rental unit on May 14, 2022, and the landlord took back possession of the rental unit. The landlord stated that he did not require an order of possession against the tenant. I informed both parties that the tenant’s application to cancel the 10 Day Notice and 1 Month Notice, for an order to comply, and for an order to allow access, which all relate to an ongoing tenancy only, and to recover the \$100.00 filing fee, were all dismissed without leave to reapply. Both parties confirmed their understanding of same.

Preliminary Issue – Severing the Tenant’s 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.

Rules 2.3 and 6.2 of the RTB *Rules of Procedure* allow me to sever issues that are not related to the tenant's main urgent application.

I notified the tenant that she filed this application on April 25, 2022 and moved out of the rental unit shortly after on May 14, 2022. I informed her that she amended her application on August 2, 2022, shortly prior to this hearing on August 25, 2022, to significantly increase her monetary claims from \$135.00 total to \$7,590.00 total.

I informed the tenant that she was provided with a priority hearing date, due to the urgent nature of her application to cancel the notices to end tenancy, for an order to comply, and for an order to allow access. I notified her that these were the most important, urgent issues to be dealt with at this hearing. The tenant confirmed her understanding of the above information.

I notified the tenant that her monetary application for \$7,590.00 was dismissed with leave to reapply. I informed her that her monetary claims were non-urgent lower priority issues, and they could be severed at a hearing. This is in accordance with Rules 2.3 and 6.2 of the RTB *Rules* above. I notified the tenant that she could file a new application, pay a new filing fee, and submit evidence, if she wants to pursue her monetary claims in the future. I informed her that this current application and file would be closed, and no evidence would be transferred to a new future application. The tenant confirmed her understanding of the above information.

Conclusion

The tenant's application for a monetary order of \$7,590.00 total for a disputed additional rent increase and 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: August 25, 2022

Residential Tenancy Branch