



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HILDON HOLDINGS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, FFL; CNC-MT, OLC, MNRT, MNDCT, RP, RR, LRE, PSF

Introduction

This hearing dealt with the landlords' application, filed on May 5, 2022, pursuant to the *Residential Tenancy Act* ("Act") for:

- an order of possession for cause, pursuant to section 55; and
- authorization to recover the \$100.00 filing fee paid for their application, pursuant to section 72.

This hearing also dealt with the tenant's application, filed on May 2, 2022, pursuant to the *Act* for:

- more time to make an application to cancel the landlords' One Month Notice to End Tenancy for Cause, dated March 15, 2022 ("1 Month Notice"), pursuant to section 66;
- cancellation of the landlords' 1 Month Notice, pursuant to section 47;
- an order requiring the landlords to comply with the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 62;
- a monetary order of \$40,000.00 for the cost of emergency repairs and for compensation under the *Act*, *Regulation* or tenancy agreement, pursuant to section 67;
- an order requiring the landlords to complete repairs to the rental unit, pursuant to section 32;
- an order allowing the tenant to reduce rent of \$20,000.00 for repairs, services, or facilities agreed upon but not provided, pursuant to section 65;
- an order restricting the landlords' right to enter the rental unit, pursuant to section 70; and
- an order requiring the landlords to provide services or facilities required by law, pursuant to section 65.

Landlord MH ("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 7 minutes from 11:00 a.m. to 11:07 a.m.

The landlord and the tenant confirmed their names and spelling. The landlord provided his email address, and the tenant provided his mailing address, for me to send this decision to both parties after this hearing.

The landlord stated that the landlord company named in this application owns the rental unit. He said that he is an agent for the landlord company. He confirmed that he had permission to represent the landlord company at this hearing (collectively "landlords"). 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 participant. 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. Neither party made any adjournment or accommodation requests.

The tenant confirmed receipt of the landlords' application for dispute resolution hearing package. 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 tenant was duly served with the landlords' application and the landlord was duly served with the tenant's application.

Pursuant to section 64(3)(c) of the *Act*, I amend the landlords' application to correct the spelling of the tenant's first name. The tenant provided the correct spelling of his first name during this hearing. I find no prejudice to either party in making this amendment.

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

For the above reasons, I informed the landlord that the landlords' entire application for an order of possession for cause and to recover the \$100.00 filing fee, was dismissed without leave to reapply. I informed the tenant that his entire application, except for the

monetary claims, was dismissed without leave to reapply. Both parties confirmed their understanding of same.

I notified the tenant that I did not have jurisdiction to decide his monetary application, totalling \$60,000. I informed him that the monetary jurisdictional limit of the RTB was \$35,000.00 and that any claims above this amount had to be pursued at the Supreme Court of British Columbia. The tenant stated that he thought he reduced his monetary claim to \$20,000.00, but I informed him that this had not been done. No amendment was filed by the tenant to reduce his monetary claim. The tenant confirmed his understanding of same.

Conclusion

The landlords' entire application is dismissed without leave to reapply.

The RTB does not have jurisdiction to decide the tenants' monetary application, totalling \$60,000.00.

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: September 08, 2022

Residential Tenancy Branch