



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes Application 1: CNL, MNDC, DRI, RR, RP, PSF, OLC, FF
Application 2: MNDCT, RR, MNSD, RP, PSF, LRE, OLC, FFT

Introduction, Preliminary and Procedural Matters-

This hearing convened to deal with the tenant's two, or repeat, applications for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act).

In the first application, the tenant filed for the following:

- an order cancelling the Two Month Notice to End Tenancy for Landlord's Use of Property (Notice) issued by the landlord;
- compensation for a monetary loss or other money owed;
- to dispute a rent increase that is above the amount allowed by law;
- a reduction in monthly rent;
- an order requiring the landlord to make repairs to the rental unit;
- an order requiring the landlord to provide for services or facilities required by the tenancy agreement or the Act;
- an order requiring the landlord to comply with the Act, regulations, or tenancy agreement; and
- recovery of the cost of the filing fee.

In the second application, the tenant filed for the following:

- compensation for a monetary loss or other money owed,
- a reduction in monthly rent;
- a return of their security deposit;
- an order requiring the landlord to make repairs to the rental unit;
- an order requiring the landlord to provide for services or facilities required by the tenancy agreement or the Act;

- an order suspending or setting conditions on the landlord's right to enter the rental unit;
- an order requiring the landlord to comply with the Act, regulations, or tenancy agreement; and
- recovery of the cost of the filing fee.

In the first application, the tenant made 4 amendments. In the second application, the tenant made 5 amendments, including one on November 30, 2022.

The tenant and the landlord attended and were affirmed. I explained to the parties that I would deal with preliminary matters to start.

The undisputed evidence is the tenancy has ended since the tenant filed the original application as the tenant said on the second application that the tenancy ended on September 12, 2022.

The landlord submitted that she had only received a notice of one item. The landlord did not specify what she received. I did not see the proof of service for the 11 different applications and amended applications.

Between the 2 applications, the tenant's total monetary claim was \$36,100.

Analysis and Conclusion –

Residential Tenancy Branch (RTB) Rules of Procedure (Rules), 1.1, states that the objective of the Rules of Procedure is to ensure a fair, efficient, and consistent process for resolving disputes for landlords and tenants.

I find it would not be procedurally fair for the landlord to respond to 11 different applications and amended applications, particularly 2 amendments that were filed in November 2022. I also did not see sufficient evidence that the landlord was served with the 11 different applications and amended applications.

Rule 2.3 states that 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.

In this matter, I find most of the tenant's claims on both applications are not either sufficiently related to each other or to the original primary claim of disputing a 2 Month Notice, or that they are no longer necessary to consider, as the tenancy has ended.

Rule 2.9 states that an applicant may not divide a claim.

Section 58(2)(a) states that I must not determine a dispute if the amount claimed for debt or damages is more than the monetary limit for claims under the *Small Claims Act*.

Tenancy Policy Guideline 27 states that the director can decline to resolve disputes for monetary claims that exceed the limit set out in the *Small Claims Act*, currently \$35,000. The tenant's combined claim exceeds \$35,000.

For the above reasons, I decline to consider the tenant's two applications.

As the tenancy has ended, I dismiss the tenant's application for an order cancelling the 2 Month Notice, to dispute an additional rent increase, a reduction in monthly rent, an order requiring the landlord to make repairs to the rental unit, an order requiring the landlord to provide for services or facilities required by the tenancy agreement or the Act, and an order suspending or setting conditions on the landlord's right to enter the rental unit, **without leave to reapply** as these matters relate to an ongoing tenancy.

I decline to consider any of the tenant's monetary claims, as the combined claims exceed \$35,000, which is outside the jurisdiction of the Act.

I note that under the tenant's request to reduce the monthly rent, the tenant submitted a total monetary claim, which appeared to be for an amount for a retroactive rent reduction. For clarity, I have declined to hear any of the tenant's monetary claim, and they are dismissed with leave to reapply, which would include the claim which placed under the incorrect issue.

The tenant is at liberty to reapply for a monetary claim, but is reminded to not divide her claim and to not exceed \$35,000.

As I have not considered the merits of either application, I dismiss the tenant's request to recovery the filing fees, 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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: December 16, 2022

Residential Tenancy Branch