



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Rancho Management Services (B.C.) Ltd. and Chunghwa
Investment (Canada) Co. Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT, RR, RP, OLC, FFT

Introduction

The tenant filed an application seeking several remedies, including:

- Orders for the landlord to make repairs;
- Orders for the landlord to comply with the Act, regulations or tenancy agreement;
- Authorization to reduce rent payable; and,
- Monetary compensation for damages or loss.

Both parties appeared or were represented at the hearing and the parties were affirmed. The hearing was held over three dates and I issued two Interim Decisions. Despite several months passing between hearing dates, there has been little progress in reaching resolution, as explained below and as seen in the Interim Decisions.

As seen in the 2nd Interim Decision, I had encouraged the parties to explore resolution of their disputes by way of a settlement agreement and at the commencement of the third hearing session I explored with the parties whether they had reached any agreement. The landlord's legal counsel stated that the landlord put forth an offer to the tenant but the tenant did not make a counter-offer. The tenant's representative confirmed that an offer was received and that he responded to the offer by explaining the tenant's circumstances; however, the tenant's representative acknowledged that they did not make a counter-offer even though he has an idea in his head as to what it would take to settle. I asked the tenant's representative the reason he had not provided a counter-offer to the landlord to which the tenant's representative indicated he is not experienced with negotiations. I offered to help facilitate a settlement discussion between the parties but the tenant's representative declined because he had not yet discussed settlement with his wife, the tenant, even though I had encouraged it in the 2nd Interim Decision.

Also, as seen in the 2nd Interim Decision, I had made orders with respect to the tenant submitting and serving a police report that had been requested from the police by the tenant. I heard from the tenant's representative that the police report was received yesterday. While the tenant had uploaded the police report to the Residential Tenancy Branch yesterday, the tenant did not email it to the landlord's legal counsel, as I had ordered. The landlord's manager and the landlord's legal counsel confirmed they had yet to see the police report.

Considering the police report had been a crucial piece of evidence both parties were waiting for, the hearing had been adjourned twice before, and the tenant had yet to supply the police report to the landlord, I asked the tenant's representative what they tenant had planned to discuss at this hearing. The tenant's representative responded that he thought I would read the police report and make a decision. I informed the tenant that the landlord is entitled to receive the evidence the tenant intends to rely upon. Since the police report has not been served upon the landlord, I was of the view it would be unfair for me to review the evidence and make a decision using it. The tenant herself and the tenant's representative indicated they did not know what would be discussed at this hearing or why they were even having the hearing.

Given the lack of progress in resolving this dispute and the tenant's failure to comply with my order to serve the landlord the police report, I proceeded to inform the parties that I would conclude this proceeding by issuing the following orders:

1. The tenant is to send a copy of full police report to the landlord's lawyer by the end of today via email [email address on cover page of this decision]
2. After review of the police report and no later than January 15, 2023 the landlord shall make a decision as to the appropriate action to take against the other tenant identified in the police report and communicate to the tenant in this case what action the landlord has decided to take. The landlord is authorized to communicate its decision to the tenant via email [email address on cover page of this decision]
3. Should the tenant be unsatisfied with the action the landlord has taken with respect to the police report and the other tenant allegedly involved in the pepper spray incident, the tenant may make another Application for Dispute Resolution and seek further remedy.
4. The other remedies sought by the tenant in this Application for Dispute Resolution are severed and dismissed with leave to reapply pursuant to Rules 2.3 and 6.2 of the Rules of Procedure.

Rules 2.3 and 6.2 of the Rules of Procedure provides:

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.

Also, as I discussed with the parties during the hearing, before filing another Application for Dispute Resolution, I STRONGLY encourage the tenant to communicate with the landlord's lawyer as to the specific remedy and/or compensation the tenant is seeking with a view to avoiding further disputes. Should a settlement not be reached in the first attempt, I strongly encourage both parties to continue to pursue settlement discussions, by going back and forth with counter-proposals and an open mind, with a view to reaching a settlement. If a settlement is reached, the parties ought to record their agreement in writing and have it duly executed by both parties. If a settlement is not reached, the parties are at liberty to file Applications for Dispute Resolution; however, I encourage the tenant and her representative to become familiar with the dispute resolution process, the Rules of Procedure and a tenant's respective rights and obligations under the Act. Information may be obtained from the Residential Tenancy Branch website or by calling an Information Officer.

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: December 22, 2022

Residential Tenancy Branch