



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNR MNDCT RP PSF LRE LAT RPP OLC**

Introduction

This hearing was convened as a result of the Tenant's application for dispute resolution ("Application") under the *Residential Tenancy Act* (the "Act") for:

- cancellation of a Ten Day Notice to End Tenancy for Unpaid Rent and/or Utilities ("10 Day Notice") pursuant to section 46;
- a monetary order for compensation from the Landlord pursuant to section 67;
- an order for the Landlord to complete repairs to the rental unit pursuant to section 32;
- an order for the Landlord to provide services or facilities required by the tenancy agreement or law pursuant to section 65;
- an order to suspend or set conditions on the Landlord's right to enter the rental unit pursuant to section 70;
- an order to allow the Tenant to change the locks to the rental unit pursuant to section 31;
- an order for the Landlord to return the Tenant's personal property pursuant to section 65; and
- an order for the Landlord to comply with the Act, *Residential Tenancy Regulations* ("Regulations") and/or tenancy agreement pursuant to section 62.

The Landlord's agent ("KS"), the Tenant and the Tenant's advocate ("RS") attended the hearing. I explained the hearing process to the parties who did not have questions when asked. I told the parties they were not allowed to record the hearing pursuant to the *Residential Tenancy Branch Rules of Procedure* ("RoP"). The parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The Tenant stated she served the Notice of Dispute Resolution Proceeding (“NDRP”) on the Landlord in-person but could not recall the date of service. KS acknowledged the Landlord received the NDRP from the Tenant. I find the Landlord was served with the NDRP in accordance with the provisions of section 89 of the Act.

KS stated the Landlord served its evidence on the Tenant’s door on December 19, 2022. The Tenant acknowledge she received the Landlord’s evidence. I find the Landlord’s evidence was served on the Tenant in accordance with the provisions of section 88 of the Act.

Preliminary Matter – Severance and Dismissal of Tenant’s Claims

The Application contained claims for (i) a monetary order for compensation from the Landlord; (ii) an order for the Landlord to complete repairs to the rental unit; (iii) an order for the Landlord to provide services or facilities required by the tenancy agreement or law; (iv) an order to suspend or set conditions on the Landlord’s right to enter the rental unit; (v) an order to allow the Tenant to change the locks to the rental unit; (vi) an order for the Landlord to return the Tenant’s personal property; and (vii) an order for the Landlord to comply with the Act, Regulations and/or tenancy agreement (collectively the “Other Claims”).

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.

Where a claim or claims in an application are not sufficiently related, I may dismiss one or more of those claims in the Application that are unrelated. Hearings before the Residential Tenancy Branch (“RTB”) are generally scheduled for one hour and Rule 2.3 is intended to ensure disputes can be addressed in a timely and efficient manner.

At the outset of the hearing, I advised the parties the primary issue in the Application was whether the tenancy would continue or end based on whether the 10 Day Notice was cancelled. Accordingly, I find the Other Claims are not sufficiently related to the primary issue of whether the 10 Day Notice is upheld or set aside. Based on the above, I sever the Other Claims from the Application and will dismiss them with or without leave to reapply, depending upon whether the 10 Day Notice is cancelled.

Preliminary Matter – Cancellation of 10 Day Notice

KS stated the rental payment received for the Tenant's rent had been accidentally applied to the rent of a different tenant residing in the residential premises. KS state the error was discovered before this hearing and requested that I cancel the 10 Day Notice. As the Tenant did not owe any rental arrears, I find the 10 Day Notice was not given for a valid reason. As such, I find the 10 Day Notice was not validly issued pursuant to section 46(1) of the Act. Based on the foregoing, I cancel the 10 Day Notice. The tenancy will continue until it is lawfully ended in accordance with the provisions of the Act.

As the 10 Day Notice has been cancelled, I grant the Tenant leave to reapply for the Other Claims that I have severed from this Application. As such, the Tenant may make a new application for dispute resolution to claim for one or more of the Other Claims.

Conclusion

The 10 Day Notice is cancelled. The tenancy will continue until it is lawfully ended in accordance with the provisions of the Act.

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: January 1, 2023

Residential Tenancy Branch