



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      CNL, MNDCT, DRI, RR, FFT

### Introduction

This hearing dealt with the tenant's application, filed on October 4, 2022, pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's Two Month Notice to End Tenancy for Landlord's Use of Property, dated September 20, 2022 and effective November 30, 2022 ("2 Month Notice"), pursuant to section 49;
- a monetary order of \$23.81 for compensation under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- an order regarding a disputed additional rent increase of \$500.00, pursuant to section 43;
- an order allowing the tenant to reduce rent of \$480.00 for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to recover the \$100.00 filing fee paid for her application, pursuant to section 72.

The landlord, the landlord's agent, the tenant, and the tenant's agent 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 31 minutes from 11:00 a.m. to 11:31 a.m.

The tenant's agent stated that he removed his cellular phone from speakerphone, since it was causing echoing and feedback, and making it difficult for me to hear, such that I might miss important information during this hearing. He said that he would hand his cellular phone to the tenant, in the event that she needed to speak during this hearing.

The landlord's agent confirmed the names and spelling for her and the landlord. The tenant's agent confirmed the names and spelling for him and the tenant. The landlord's

agent and the tenant's agent provided their email addresses for me to send this decision to both parties after the hearing.

The landlord and the tenant each stated that their agents had permission to speak on their behalf, at this hearing. Both parties identified their agents as their primary speakers at this hearing. The landlord's agent said that she was the daughter-in-law of the landlord. The tenant's agent said that he was the son-in-law of the tenant.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("*Rules*") does not permit recordings of any RTB hearings by any participants. At the outset of this hearing, all hearing participants separately affirmed, under oath, that they would not record this hearing.

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. I informed them that neither I, nor any RTB information officers, could provide legal advice to them. I notified them that RTB information officers provide information only. 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. Both parties were given multiple opportunities to settle this application and after engaging in settlement discussions during this hearing, declined to settle.

The landlord's agent confirmed receipt of the tenant's application for dispute resolution hearing package. The tenant's agent confirmed receipt of the landlord's evidence. In accordance with sections 88 and 89 of the *Act*, I find that the landlord was duly served with the tenant's application and the tenant was duly served with the landlord's evidence.

#### Preliminary Issue – 2 Month Notice

At the outset of this hearing, the tenant's agent said that the landlord rescinded the 2 Month Notice against the tenant in January 2023. The tenant's agent confirmed that the tenant amended this application 4 times in January 2023, to add and increase monetary claims, but did not amend to remove the dispute of the 2 Month Notice claim. The landlord's agent said that the landlord cancelled the 2 Month Notice and confirmed that the landlord did not require an order of possession against the tenant.

I informed the tenant and her agent that the tenant's application to cancel the 2 Month Notice and to recover the \$100.00 filing fee, was dismissed without leave to reapply. I notified them that, despite the landlord's 2 Month Notice being cancelled in January 2023, after the tenant filed this application, the tenant did not amend her application to remove the dispute of the 2 Month Notice claim, despite amending her application 4 times in January 2023. The tenant's agent affirmed his understanding of same.

I notified the landlord and her agent that the landlord's 2 Month Notice was cancelled, the landlord would not be issued an order of possession against the tenant, and this tenancy would continue. The landlord's agent affirmed her understanding of and agreement to same.

#### Preliminary Issue – Severing the Tenant's Monetary Claims

The following RTB *Rules* are applicable and state (my emphasis added):

##### *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.**

##### *2.9 No divided claims*

**An applicant may not divide a claim.**

##### *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.***

I informed both parties that Rules 2.3 and 6.2 of the RTB *Rules* allow me to sever issues that are not related to the tenant's main and urgent application. I informed them that the tenant was provided with a priority hearing date, due to the urgent nature of her claim to cancel the landlord's 2 Month Notice. I notified them that this was the central and most important, urgent issue to be dealt with at this hearing.

I informed both parties that the tenant filed this application in October 2022, amended it to add and increase monetary claims in January 2023, and did not amend it to remove the dispute of the 2 Month Notice claim.

Rule 2.9 of the RTB *Rules* does not permit a party to divide or split their claims. The tenant's agent stated that the tenant's monetary claims were all related to each other, regarding a rent increase imposed by the landlord. The tenant cannot split her monetary claims, and deal with some now and others later, regarding the same issues, parties, and tenancy. The tenant's monetary claims are not related to the tenant's main urgent application to cancel the 2 Month Notice.

I notified both parties that the tenant's monetary claims were non-urgent lower priority issues, that could be severed at a hearing. This is in accordance with Rules 2.3, 2.9, and 6.2 of the RTB *Rules* above. I informed both parties that the tenant's monetary claims were dismissed with leave to reapply. I notified both parties that the tenant can file a new application and pay a new filing fee, if she wants to pursue these monetary claims in the future. Both parties affirmed their understanding of same.

Further, this hearing lasted 31 minutes, so there was insufficient time to deal with the tenant's multiple monetary claims and evidence at this hearing. Both parties provided voluminous documents as evidence for these monetary claims. Both parties discussed settlement of these monetary claims during this hearing but declined to settle.

During this hearing, I informed the tenant and her agent that the tenant's monetary claim for \$23.81 for registered mail costs for hearing documents, are not recoverable under the *Act*. This claim is dismissed without leave to reapply. The only hearing-related costs recoverable under section 72 of the *Act*, are for filing fees.

### Conclusion

The tenant's application for an order regarding a disputed additional rent increase of \$500.00, and an order allowing the tenant to reduce rent of \$480.00 for repairs, services or facilities agreed upon but not provided, 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: February 16, 2023

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Residential Tenancy Branch