



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RR

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an order allowing the tenant to reduce rent of \$96.00 total, for repairs, services, or facilities agreed upon but not provided, pursuant to section 65.

The landlord did not attend this hearing, which lasted approximately 8 minutes. The tenant and his advocate 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 began at 9:30 a.m. and ended at 9:38 a.m. I monitored the teleconference line throughout this hearing. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the tenant, the tenant's advocate, and I were the only people who called into this teleconference.

The tenant and his advocate provided their names and spelling. The tenant's advocate provided her email address for me to send a copy of my decision to the tenant after the hearing. The tenant consented to same.

The tenant confirmed that his advocate had permission to assist and represent him at this hearing. The tenant identified himself as the primary speaker at this hearing. He provided the rental unit address.

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, the tenant and his advocate both separately affirmed, under oath, that they would not record this hearing.

I explained the hearing process to the tenant and his advocate. I informed them that I could not provide legal advice to them. They had an opportunity to ask questions, which I answered. They did not make any adjournment or accommodation requests.

Preliminary Issue – Tenant's Monetary Claim

At the outset of this hearing, the tenant and his advocate confirmed that the tenant applied for a monetary order of \$96.00 total. They also requested a future rent reduction of \$48.00 per month. They agreed that both of the above claims relate to the same issue of laundry. They agreed that the tenant did not indicate this future rent reduction of \$48.00 per month, in his monetary order worksheet, only the \$96.00 total amount. They agreed that the tenant did not provide an amendment form to increase his monetary claim or to ask for a future rent reduction of \$48.00 per month. The tenant did not provide an updated monetary order worksheet with the above details.

The tenant and his advocate stated that the tenant wanted to pursue an increased monetary claim and future rent reduction of \$48.00 per month, at this hearing. I notified them that they could not amend the tenant's application at this hearing. The tenant did not file or serve an amendment form to the landlord, the landlord did not have notice of same, and the landlord did not attend this hearing to consent.

I informed the tenant that he filed his application on September 21, 2022, and this hearing occurred on February 7, 2023. This is a period of over 4.5 months. The tenant had ample time to know the full details of his application, to amend it and serve notice to the landlord, to provide an updated monetary order worksheet, and to provide evidence to support his claim, prior to this hearing, but failed to do so.

I informed the tenant and his advocate that the tenant cannot split his claims and pursue part of his claim now for the \$96.00 total and the remainder of the claim for \$48.00 per month in the future, when it relates to the same issue of laundry. Rule 2.9 of the RTB *Rules* does not permit a party to divide or split their claims.

The tenant asked for leave to reapply for this application in the future. I informed the tenant and his advocate that the tenant's application was dismissed with leave to reapply. I notified them that the tenant is at liberty to file a new application, if he wants to pursue this claim in the future. They affirmed their understanding of same.

Conclusion

The tenant's application is dismissed with 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 07, 2023

Residential Tenancy Branch