



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MNRT, RR, PSF, LRE, OLC

Introduction

This hearing dealt with the tenants' application, filed on January 12, 2023, pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlords' Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, dated January 11, 2023, and effective January 21, 2023 ("10 Day Notice"), pursuant to section 46;
- a monetary order of \$2,419.28 for the cost of emergency repairs, pursuant to section 67;
- an order allowing the tenants to reduce rent of \$1,250.00 for repairs, services, or facilities agreed upon but not provided, pursuant to section 65;
- an order requiring the landlords to provide services or facilities required by law, pursuant to section 65;
- an order restricting the landlords' right to enter the rental unit, pursuant to section 70; and
- an order requiring the landlords to comply with the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 62.

The two landlords and "tenant IM" did not attend this hearing. Tenant CE ("tenant") attended this hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

This hearing lasted approximately 12 minutes from 9:30 a.m. to 9:42 a.m. The tenant called in late at 9:32 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 and I were the only people who called into this teleconference.

The tenant confirmed her name and spelling. The tenant provided her email address for me to send this decision to both tenants after this hearing. She said that she had permission to represent tenant IM at this hearing (collectively “tenants”).

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 affirmed, under oath, that she would not record this hearing.

I explained the hearing process to the tenant. She had an opportunity to ask questions, which I answered. She did not make any adjournment or accommodation requests.

The tenant stated that she personally served separate copies of the tenants’ application for dispute resolution hearing package to both landlords on January 18, 2023. In accordance with section 89 of the *Act*, I find that both landlords were personally served with the tenants’ application on January 18, 2023.

Preliminary Issue – Dismissal of Tenants’ Ongoing Tenancy Claims

At the outset of this hearing, the tenant affirmed that the tenants moved out of the rental unit by January 31, 2023. I informed her that the tenants’ application to cancel the landlords’ 10 Day Notice, an order requiring the landlords to provide services or facilities required by law, an order restricting the landlords’ right to enter the rental unit, and an order requiring the landlords to comply with the *Act*, *Regulation* or tenancy agreement, was dismissed without leave to reapply. I notified her that these claims relate to an ongoing tenancy only, and this tenancy ended. She affirmed her understanding of same.

If the tenants’ application to cancel a 10 Day Notice is dismissed, the landlords may be entitled to an order of possession for unpaid rent and a monetary order for unpaid rent, pursuant to section 55 of the *Act*, without filing a separate application, if the landlords’ 10 Day Notice complies with section 52 of the *Act* and the landlords provide sufficient evidence of same.

However, the landlords did not appear at this hearing to request an order of possession or a monetary order for unpaid rent against the tenants. The landlords did not provide

any testimonial or documentary evidence regarding unpaid rent. Therefore, I do not issue an order of possession and a monetary order for unpaid rent to the landlords.

Preliminary Issue – Severing the Tenants' Monetary Claims

The following RTB *Rules* state the following (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.

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.***

Rules 2.3 and 6.2 of the RTB *Rules* allow me to sever issues that are not related to the tenants' main, urgent claims. The tenants applied for 6 different claims in this application.

I informed the tenant that the tenants were provided with a priority hearing date, due to the urgent nature of their claims related to an ongoing tenancy, including to cancel the landlords' 10 Day Notice, an order to comply, an order to provide services and facilities, and an order to restrict the landlords' right to enter. I notified her that these were the central and most important, urgent issues to be dealt with at this hearing. She affirmed her understanding of same.

I informed the tenant that the tenants filed their application on January 12, 2023, and did not amend their application to remove the ongoing tenancy claims, prior to this hearing. I notified her that the tenants moved out of the rental unit by January 31, 2023, shortly after filing this application on January 12, 2023. The tenants did not wait for this hearing to decide the outcome of the 10 Day Notice and whether this tenancy would continue or end. She affirmed her understanding of same.

The tenants' monetary claims are not related to their main, urgent ongoing tenancy claims. I notified the tenant that the tenants' 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. She affirmed her understanding of same.

I informed the tenant that the tenants' monetary application, totalling \$3,669.28, was dismissed with leave to reapply. I notified her that the tenants are at liberty to file a new application, if they want to pursue these monetary claims in the future. She affirmed her understanding of same.

Conclusion

The tenants' application for a monetary order of \$2,419.28 for the cost of emergency repairs, and an order allowing the tenants to reduce rent of \$1,250.00 for repairs, services, or facilities agreed upon but not provided, is dismissed with leave to reapply.

The remainder of the tenants' application is dismissed without leave to reapply.

The landlords are not issued an order of possession or a monetary order for unpaid rent against the tenants.

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: May 09, 2023

Residential Tenancy Branch