



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: Landlord: MNRL, OPR, FFL Tenant RFC: CNR, MT, OLC, PSF, RP

Introduction

On September 27, 2018, the Tenant RFC submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) to cancel a 10-day Notice to End Tenancy for unpaid rent, to request more time to dispute the 10-Day Notice, and for an order for the Landlord to comply with the Act, to provide services and to make repairs to the rental unit.

On October 3, 2018, the Landlord submitted an Application for Dispute Resolution under the Act and named the two Respondents. The Landlord requested an Order of Possession for unpaid rent, a Monetary Order to recover the unpaid rent, and to be compensated for the cost of the filing fee. The Landlord’s Application was crossed with the Tenant RFC’s Application and the matter was set for a participatory hearing via conference call.

Preliminary Matters

The Landlord and Tenant ACG attended the hearing and provided affirmed testimony; however, Tenant RFC did not attend at any time during the 55-minute hearing.

Tenant ACG testified that she has a separate Tenancy Agreement than Tenant RFC and furthermore, did not receive a Notice to End Tenancy from the Landlord. The Landlord acknowledged that there were two separate Tenancy Agreements and that no Notice to End Tenancy was served to either tenant.

The Landlord was represented by her son, who also provided translation services for the Landlord. The Landlord stated that they did not submit or serve the Tenants any evidence for this hearing. The Landlord testified, via the translator, that the Tenants were causing too much trouble and that is why she wanted the tenancies to end. The

Landlord stated that she would serve a 10-Day Notice to End Tenancy today if that would help but hadn't served one prior to this hearing.

I spent a fair amount of time during this 55-minute hearing explaining the responsibilities of a Landlord and the process for ending a tenancy to both parties. I referred the Landlord to the Residential Tenancy Act and the Residential Tenancy Branch for further information and reference.

As Tenant RFC did not attend the hearing, I find that he abandoned his Application and as such, I dismiss the Tenant RFC's Application with leave to reapply.

The Landlord's Application for an Order of Possession for unpaid rent is not related to any Notice to End Tenancy for unpaid rent. The Landlord acknowledged that they did not serve a Notice to End Tenancy for unpaid rent and therefore, I cannot consider an Order of Possession pursuant to Sections 46 or 55 of the Act. As a result, I dismiss the Landlord's claim for an Order of Possession without leave to reapply.

The Landlord's monetary claim for unpaid rent named two Respondents, both with separate Tenancy Agreements; however, seemed to be directed towards Tenant ACG. I find that the Landlord was attempting to address two different tenancies with one Dispute Resolution Application, contrary to the Rules of Procedure. As a result, I dismiss the Landlord's Application with leave to reapply.

As the various tenancies may continue, I recommend to all parties that they work together to resolve their conflict in a respectful manner and when required, to communicate in writing to ensure clear understanding and as a means to keep track of their interactions.

Conclusion

Tenant RFC's Application is dismissed with leave to reapply.

The Landlord's Application for an Order of Possession is dismissed without leave to reapply.

The Landlord's Application for a Monetary Order for unpaid rent 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: November 07, 2018

Residential Tenancy Branch