



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR-DR, MNR-DR, MNDL, FFL

Introduction

This hearing dealt with the landlord's application, filed on September 29, 2022, pursuant to the *Residential Tenancy Act* ("Act") for:

- an order of possession for unpaid rent, pursuant to section 55;
- a monetary order for unpaid rent and for damage to the rental unit, pursuant to section 67; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The three tenants did not attend this hearing. The landlord attended the 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 13 minutes. This hearing began at 9:30 a.m. and ended at 9:43 a.m. I monitored the teleconference line throughout this hearing. I confirmed that the correct call-in numbers and participant codes were provided in the Notice of Dispute Resolution Proceeding ("NODRP"). I also confirmed on the teleconference system that the landlord and I were the only people who called into this hearing.

The landlord confirmed his name and spelling. He provided his email address for me to send a copy of this decision to him after this hearing.

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

I explained the hearing process to the landlord. I informed him that I could not provide legal advice to him, and he could hire a lawyer for same. He had an opportunity to ask questions, which I answered. He did not make any adjournment or accommodation requests.

Pursuant to section 64(3)(c) of the *Act*, I amend the landlord's application to correct the landlord's first name. The landlord confirmed that he used his nickname, rather than his first legal name. He consented to this amendment during this hearing. I find no prejudice to either party in making this amendment.

Preliminary Issue – Landlord's Application

At the outset of this hearing, the landlord confirmed that the three tenants named in this application lived in three separate rooms in the same house, had three separate tenancies with the landlord, and paid three separate rent amounts of \$800.00 each to the landlord.

The landlord claimed that he filed this one application, naming all three tenants, in one "lower" unit, with one rent of \$800.00, and included a total rent and damage amount of \$19,070.00, but provided breakdowns for each tenant. He said that he included all three tenants in the same application to simplify the process for the RTB.

I notified the landlord that he could not file one application against three separate tenants for three separate rental units and tenancies, to be heard together at the same time at the same hearing.

For the above reasons, I informed the landlord that his application was dismissed with leave to reapply, except for the \$100.00 filing fee. He became upset and repeatedly asked me for my name, which I repeatedly provided to him.

Conclusion

The landlord's application to recover the \$100.00 filing fee is dismissed without leave to reapply.

The remainder of the landlord'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: April 18, 2023