



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC ERP LRE LAT FF

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A hearing by telephone conference was held on March 8, 2019. The Tenant applied for multiple remedies pursuant to the *Residential Tenancy Act* (the "Act").

The Tenant attended the teleconference hearing; however, the Landlord did not. The Tenant provided affirmed testimony at the hearing. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

The Tenant testified that she sent the Landlord her application package and evidence on January 29, 2019, by registered mail. Pursuant to section 88 and 90 of the Act, I find the Landlord is deemed to have received this package on February 3, 2019, the fifth day after its registered mailing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence submitted in accordance with the rules of procedure and evidence that is relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Tenant applied for multiple remedies under the *Act*, a number of which were not sufficiently related to one another.

Section 2.3 of the Rules of Procedure states that claims made in an Application must be related to each other and that arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

After looking at the list of issues before me at the start of the hearing, I determined that the most pressing and related issues deal with whether or not the tenancy is ending. As a result, I exercised my discretion to dismiss all of the grounds on the Tenant's application, with leave to reapply, with the exception of the following claim:

- to cancel the 1 Month Notice to End Tenancy for Cause (the Notice).

Issue(s) to be Decided

- Should the Notice be cancelled?

Background, Evidence, and Analysis

The Tenant stated that the Landlord served her the Notice on January 20, 2019. The Landlord did not select any grounds on the Notice.

In the matter before me, the Landlord has the onus of proof to prove that the Notice is valid. I find that the Landlord was sufficiently served with the Notice of Hearing and failed to attend the hearing to prove the allegation within the Notice.

Therefore, as the Landlord did not attend the hearing by 9:40 AM on March 8, 2019, I cancel the Notice, from January 20, 2019.

I Order the tenancy to continue until ended in accordance with the Act.

Section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. As the Tenant was successful in her application, I order the Landlord to repay the \$100.00 fee that the Tenant paid to make application for dispute resolution. The Tenant may deduct the amount of \$100.00 from one future rent payment.

Conclusion

The Tenant's application is successful. The Notice issued by the Landlord is cancelled.

The tenancy will continue until ended in accordance with the Act.

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: March 11, 2019

Residential Tenancy Branch