



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, FF, MNDC

Introduction

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

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to recover her filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing via conference call and provided testimony. Both parties confirmed the tenant served the landlord with the notice of hearing package and the submitted documentary evidence in person. Both parties confirmed the tenant served the landlord with the filed amendment to the application for dispute including a monetary claim in person. Both parties confirmed the landlord serve the tenant with the submitted documentary evidence in person on July 1, 2019. Neither raised any service issues. I accept the undisputed testimony of both parties and find that both parties have been sufficiently served as per section 90 of the Act.

Preliminary Issue(s)

At the outset, the tenant's application was clarified. The tenant requested an order to cancel the 10 Day Notice and recovery of the filing fee and in a subsequent amendment requested a monetary claim for lost wages and time spent responding to the 10 Day Notice. Both parties were notified that the Residential Tenancy Act does not provide for compensation of lost wages or any expenses incurred as a result of preparing for the

hearing (litigation costs) as per section 72 of the Act. As such, this portion (the amendment) is dismissed.

Extensive discussions with both parties over a 59 minute period resulted in the hearing being adjourned due to lack of time. Both parties were advised that an interim decision would be drafted and a notice of an adjournment to a hearing would be attached instructing both parties as to the date and time of the adjournment. Both parties were advised that no new evidence was to be submitted, nor would it be accepted.

On August 9, 2019 the tenant and her agent attended the hearing via conference call. After waiting 10 minutes past the start of the scheduled hearing time the hearing resumed in the absence of the landlord. A review of the notice of an adjournment issued confirmed that the hearing time and access codes were correct. The landlord has failed to attend and provide the relevant details regarding the owed utilities upon which the 10 Day Notice dated June 1, 2019 are based. As such, the 10 Day Notice dated June 1, 2019 is set aside. The tenancy shall continue.

The tenant having been successful is also entitled to recovery of the \$100.00 filing fee. As the tenancy continues, I order that the tenant may withhold one-time \$100.00 from the next months' rent upon receipt of this decision.

Conclusion

The tenant's application to cancel the 10 Day Notice dated June 1, 2019 is granted.

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: August 9, 2019

Residential Tenancy Branch