



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 228 E PENDER ST. HOLDINGS
LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **RR, CNR, RP**

Introduction

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

1. Cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the "10 Day Notice") pursuant to Sections 46(1) and 62 of the Act;
2. An Order for repairs to the unit, I have contacted the Landlord in writing to make repairs but they have not been completed pursuant to Section 32 of the Act; and,
3. An Order to reduce rent for repairs, services or facilities agreed upon but not provided pursuant to Section 65 of the Act.

The hearing was conducted via teleconference. The Landlord's Agent attended the hearing at the appointed date and time and provided affirmed testimony. The Tenant did not attend the 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 Landlord's Agent and I were the only ones who had called into this teleconference. The Landlord's Agent was given a full opportunity to be heard, to make submissions, and to call witnesses.

I advised the Landlord's Agent that Rule 6.11 of the Residential Tenancy Branch (the "RTB") Rules of Procedure prohibits the recording of dispute resolution hearings. The Landlord's Agent testified that she was not recording this dispute resolution hearing.

The Landlord's Agent confirmed that they served the Tenant with the 10 Day Notice on March 4, 2022 by posting the notice on the Tenant's door. The Landlord's Agent stated that the 10 Day Notice was issued in error, and the Landlord automatically cancelled it. I

find that the 10 Day Notice was issued in error based on the Landlord's Agent's testimony, and I cancel the 10 Day Notice. The tenancy shall continue until ended in accordance with the Act.

The Landlord testified that they received the Tenant's Notice of Dispute Resolution Proceeding package and evidence on March 15, 2022 by Canada Post registered mail (the "NoDRP package"). The Tenant uploaded the Canada Post registered mail receipt dated March 12, 2022 with tracking number submitted into documentary evidence as proof of service. I noted the registered mail tracking number on the cover sheet of this decision. I find that the Landlord was served with the NoDRP package on March 15, 2022 in accordance with Section 89(1)(c) of the Act.

Issues to be Decided

1. Is the Tenant entitled to an Order for repairs to the unit?
2. Is the Tenant entitled to an Order to reduce rent for repairs, services or facilities agreed upon but not provided?

Background and Evidence

I have reviewed all written and oral evidence and submissions before me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this decision.

The Landlord's Agent confirmed that this tenancy began as a fixed term tenancy on April 1, 2019. The fixed term ended on March 31, 2020, then the tenancy continued on a month-to-month basis. Monthly rent is \$888.00 payable on the first day of each month. A security deposit of \$437.50 was collected at the start of the tenancy and is still held by the Landlord.

The Landlord's Agent testified that the building has annual city inspections, and on its last inspection on September 28, 2021, there were no outstanding violations. The Landlord's Agent stated that work in the Tenant's rental unit was recently completed in the Tenant's kitchen. She is not aware of any other outstanding matters. The Landlord's Agent said if the Tenant alerts them to any other matters that need to be addressed, the Landlord will deal with it.

Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

This hearing was conducted pursuant to RTB Rules of Procedure 7.3, in the Tenant's absence, therefore, all the Landlord's testimony is undisputed. Rules of Procedure 7.3 states:

Consequences of not attending the hearing: If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

The Tenant did not attend this hearing, and the Landlord's Agent testified that she is not aware of any outstanding repair items for the Tenant's rental unit. As the Tenant did not attend the hearing to provide evidence about any items that need repair, I dismiss his application with leave to re-apply.

Conclusion

The Tenant's application is dismissed with leave to re-apply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: June 17, 2022

Residential Tenancy Branch