



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

A matter regarding Coast Foundations Society  
(1974) and [tenant nessed to protect privacy]

## **DECISION**

**Dispute Codes**      **CNR-MT, CNC-MT, MNDCT, AAT, OLC**

### **Introduction**

This hearing dealt with an application by the landlord/tenant pursuant to the Residential Tenancy Act ("Act") for orders as follows:

- more time to dispute the landlord's 10 Day Notice to End Tenancy ("10 Day Notice") pursuant to section 46 of the Act
- more time to dispute the landlord's One Month Notice to End Tenancy ("One Month Notice") pursuant to section 47 of the Act
- for a monetary order for damage or compensation pursuant to section 67 of the Act
- for an order allowing the tenant or their guests access pursuant to section 30 of the Act
- for an order requiring the landlord to comply with the Act, regulations or tenancy agreement pursuant to section 62 of the Act

Landlord's agent JO and witness SW appeared. The tenant did not appear. As the onus was on the tenant to establish why he needed more time to dispute the notices, I did not hear from the landlord other than details of the tenancy.

### **Preliminary Issue**

The landlord was incorrectly named. Based on the landlord's submissions by the agent and section 63(3)(c) I have amended the application to reflect the correct name of the landlord.

### **Background and Evidence**

The tenancy commenced July 20, 2020. Rent is currently \$380.62 per month. The landlord's agent was not sure if a security deposit had been paid. The tenant still occupies the rental unit.

The landlord confirmed that neither the 10 Day Notice nor the One Month Notice were provided in evidence.

### Analysis

RTB Rules of Procedure 6.6 states, "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. In this case the tenant bore the onus to establish a valid reason why he needed more time to dispute the notices, why he was entitled to compensation, and why he was entitled to an order allowing his or his guests to access the rental unit, or an order requiring the landlord to comply with the Act or tenancy agreement. As the tenant did not appear at the hearing, I dismiss his application in it's entirety with leave to reapply.

Neither the 10 Day Notice nor the One Month Notice were provided in evidence. Both sections 46 and 47 of the Act require me to consider the validity of the notices based on the form and content requirements under section 52 of the Act prior to granting an order of possession to the landlord. As I do not have the notices before me in evidence, I find that the landlord has not satisfied their burden to establish the validity of the notices. I will not grant the landlord an order of possession for the rental unit.

### Conclusion

The tenant's application is dismissed without leave to reapply. The landlord is not entitled to an order of possession for the rental unit.

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 14, 2023

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Residential Tenancy Branch