

DECISION

Dispute Codes DRI, CNC

Introduction

This is an application filed by the Tenant to dispute an additional rent increase and to obtain an order to cancel a 1 month notice to end tenancy for cause.

Both parties attended the hearing by conference call and gave testimony. The Tenant states that he personally served the Landlord with the notice of hearing and evidence package on February 15, 2012. The Landlord confirmed this in his direct testimony. The Landlord states that he did not serve the Tenant with his evidence package and is requesting an adjournment of the hearing to serve the Tenant. The Tenant disputes the adjournment request. The Landlord is unable to provide a valid reason as to why the Tenant was not served prior to the hearing date. The Landlord's adjournment request is dismissed. The hearing shall proceed as the Landlord was unable to satisfy me as to why he was not able to serve the Tenant with his evidence package. As the Landlord has failed to provide a copy of his evidence to the Tenant, I find that it would be highly prejudicial to the Tenant and refuse to consider the Landlord's evidence for this dispute.

Issue(s) to be Decided

Is the Tenant entitled to dispute and receive an order to cancel a notice of an additional rent increase?

Is the Tenant entitled to an order to cancel and set aside the 1 month notice to end tenancy for cause?

Background and Evidence

The Tenant states that he was served a 1 month notice to end tenancy for cause and has included a copy of the notice received. Both parties confirm that the Tenant was served the notice near the beginning of February 2012, but are unsure of the date. The notice shows that it was dated March 7, 2012 and is effective for March 8, 2012. The Landlord stated that he was aware that the notice was defective and intended to serve a new 1 month notice to end tenancy for cause on today's date (hearing date of March 5, 2012) but has not.

The Tenant also wishes to dispute an additional rent increase. The Landlord states that the first reason indicated on the 1 month notice dated March 7, 2012 is in relation to storage fees and not repeatedly late rent paid. Neither party has submitted any evidence regarding storage.

Analysis

As the notice is defective and the Landlord has indicated that he was in the process of re-serving a new 1 month notice to end tenancy for cause, I am satisfied that this notice dated March 7, 2012 should be cancelled and set aside.

The Tenant has not received a notice of a rent increase from the Landlord. On this basis, I dismiss the Tenant's application to dispute an additional rent increase. The Landlord has not provided any evidence that the repeated late rent payments were in relation to storage fees that was included in the rent, which has not been paid. Neither party has submitted any evidence of a storage fee agreement.

Conclusion

The Tenant's application is granted. The notice dated March 7, 2012 is set aside and the Tenancy shall continue.

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 05, 2012.

Residential Tenancy Branch