



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

Tenants' application filed November 6, 2012: DRI; CNR; MNDC; MNSD; ERP; PSF; FF

Landlords' application filed November 9, 2012: OPC; MNR; MNSD; FF

### **Introduction**

This Hearing was convened to consider cross applications. The Tenants seek to dispute an additional rent increase; to cancel a Notice to End Tenancy for Unpaid Rent; compensation for damage or loss under the Act, regulation or tenancy agreement; return of the security deposit; an Order that the Landlords make emergency repairs for health or safety reasons; an Order that the Landlords provide services or facilities required by law; and to recover the cost of the filing fee from the Landlords.

The Landlords seek an Order of Possession for Cause; a Monetary Order for unpaid rent; to retain the security deposit in partial satisfaction of the Landlords' monetary award; and to recover the cost of the filing fee from the Tenants.

### **Preliminary Matters**

Both parties were confused and agitated at the Hearing. With respect to establishing service of documents, the Tenant did not appear to understand what documents I was referring to during the Hearing, or what he had applied for on his own Application for Dispute Resolution. We determined that the Landlord has not implemented a rent increase and therefore, the Tenants' application to dispute an additional rent increase is dismissed.

30 minutes into the Hearing, we had still not established:

1. when each party had served the other with the Notice of Hearing documents;
2. when the Tenants received the Notice to End Tenancy for Unpaid Rent that they was seeking to cancel (the Tenant provided 3 different dates); and
3. if and when the Landlords served the Tenants with the Notice to End Tenancy for Cause that they sought to uphold. The Landlord's agent stated that the Notice for Cause was served on October 29, 2012. The Tenant denied receiving a copy

of the Notice for Cause. I asked to speak to the person who actually served the Tenant. The Landlord TP answered, but did not speak English and therefore I could not understand him.

The Tenant did not provide a copy of the Notice to End Tenancy for Unpaid Rent. He stated that he was told by an Information Officer that he did not have to provide it in evidence. While I accept that the Tenant may have believed that this is what he was told, I assured him that a copy of the Notice was required when a tenant seeks to cancel it. The Landlord provided a copy of the Notice to End Tenancy to the Residential Tenancy Branch in his evidence package, but it is not a complete copy as page 2 was absent.

I found that neither party was prepared for the Hearing. **Both of the Notices to End Tenancy are cancelled. The Landlords are at liberty to reissue and serve the Tenant with new Notices to End Tenancy, if they so desire.** The Tenants' application for monetary and other orders is dismissed **with leave to reapply**. The Landlords' application for monetary orders is dismissed **with leave to reapply**. Both parties must bear their own cost of the filing fee.

The Tenants are cautioned that they may wish to consider obtaining the aid of an advocate when making any future Application for Dispute Resolution and to assist them at any future hearing. The Landlords are also cautioned that they may wish to consider using the services of an interpreter at any future hearing.

### **Conclusion**

**Both of the Notices to End Tenancy are cancelled. The Landlords are at liberty to reissue and serve the Tenant with new Notices to End Tenancy, if they so desire.**

The Tenants' application to dispute an additional rent increase is **dismissed** as no such increase has been implemented.

The Tenants' application for monetary and other orders is dismissed **with leave to reapply**.

The Landlords' application for monetary orders is dismissed **with leave to reapply**.

Both parties must bear their own cost of the filing fee.

The Tenants are cautioned that they may wish to consider obtaining the aid of an advocate when making any future Application for Dispute Resolution and to assist them at any future hearing. The Landlords are also cautioned that they may wish to consider using the services of an interpreter at any future hearing.

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: November 23, 2012.

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Residential Tenancy Branch