



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes

Tenants' application: MT CNR MNR MNDC MNSD OLC ERP RP PSF RR O  
Landlord's application: OPR MNR MNSD MNDC FF

### Introduction

This hearing was scheduled due to the cross applications of the parties' Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act").

The tenants applied for more time to cancel a notice to end tenancy, to cancel a notice to end tenancy for unpaid rent or utilities, for a monetary order for the cost of emergency repairs, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, for the return of all or part of the security deposit, for an order directing the landlord to comply with the *Act*, regulation or tenancy agreement, to make emergency repairs for health or safety reasons, to make repairs to the unit, site or property, to provide services or facilities required by law, authorization to reduce rent for repairs, services or facilities agreed upon but not provided, and "other", although details of "other" were not provided in the application.

The landlord applied for an order of possession for unpaid rent or utilities, for a monetary order for unpaid rent or utilities, authorization to keep all or part of the security deposit, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the filing fee.

The male tenant appeared at the teleconference hearing and gave affirmed testimony. The landlord was provided with a copy of the Notice of a Dispute Resolution Hearing after filing their application dated October 10, 2012. The landlord, however, did not attend the hearing set for today at 1:30 p.m. The phone line remained open for twenty-eight minutes and was monitored throughout this time. The only person to call into the hearing was the male tenant.

### Preliminary and Procedural Matters

The landlord did not attend the hearing to present the merits of their application. As a result, **I dismiss** the landlord's application **in full, without leave to reapply**.

The tenant stated that the new landlord of the rental unit has fixed the problems that the tenant was having, and as a result, the tenant requested to withdraw all aspects of his application with the exception of his application to cancel the Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice"). The request of the tenant was granted, and the hearing proceeded with the tenants' application to cancel the Notice. The tenant is at liberty to reapply regarding the matters he chose to withdraw. I note this does not extend any applicable time limits under the *Act*.

#### Background and Evidence

The tenancy began on September 1, 2011. Rent in the amount of \$750.00 is due on the first day of each month. A security deposit of \$375.00 was paid by the tenant at the start of the tenancy.

The tenant was served with the Notice dated October 3, 2012 and disputed the Notice the next day on October 4, 2012.

#### Analysis and Conclusion

The tenant applied to dispute the Notice within 5 days of receiving the Notice in accordance with section 46 of the *Act*. When a tenant applies to dispute a Notice, the burden of proof falls to the landlord to prove that the Notice had merit and should be upheld. As the landlord failed to attend the hearing, **I find** the landlord has failed to prove that the Notice had merit. Therefore, **I cancel** the Notice and **I order** that the tenancy continues until ended in accordance with the *Act*.

The application of the landlord is dismissed in full, without leave to reapply.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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 07, 2012

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Residential Tenancy Branch