



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes MT, CNC, RP, O

### Introduction

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

- more time to make an application to cancel the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 66;
- cancellation of the landlord's 1 Month Notice pursuant to section 47;
- an order to the landlord to make repairs to the rental unit pursuant to section 33; and
- other unspecified remedies.

The landlord did not attend this hearing, although I waited until 9:50 a.m. in order to enable her to connect with this teleconference hearing scheduled for 9:30 a.m. The tenant attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions. The tenant gave undisputed testimony that a representative of the landlord handed her a 1 Month Notice on November 5, 2012. The tenant gave sworn oral and written evidence that she sent the landlord a copy of her dispute resolution hearing package, including the notice for this hearing, to the landlord at the address provided to her by the landlord in the 1 Month Notice, by registered mail on November 21, 2012. She provided a copy of the Canada Post Tracking Number and Customer Receipts to confirm this mailing. I am satisfied that the above documents were served in accordance with the *Act*.

Although the tenant applied for more time to make her application for dispute resolution, I found that her application was received by the Residential Tenancy Branch on the 10th day after it was served to the tenant, in accordance with the *Act*. As such, there was no need to consider the tenant's request for an extension of time to file her application to dispute the landlord's 1 Month Notice.

### Issues(s) to be Decided

Should the landlord's 1Month Notice be cancelled? Should any orders be issued to the landlord to obtain repairs of the rental unit?

### Background and Evidence

The tenant testified that her periodic tenancy commenced on or about January 1, 2010, at which time she was paying \$750.00 in monthly rent. The current monthly rent is set at \$800.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$375.00 security deposit.

The landlord's 1 Month Notice was issued on the basis of the landlord's claim that the tenant was repeatedly late in paying her rent. The landlord's 1 Month Notice identified December 31, 2012 as the effective date for the end of this tenancy based on the 1 Month Notice.

### Analysis

In the absence of any oral or written evidence from the landlord, I find that the landlord has not demonstrated that this tenancy should end on the basis of her 1 Month Notice. Under these circumstances, I allow the tenant's application to cancel the 1 Month Notice with the effect that this tenancy continues.

The tenant testified that she had sent the landlord a letter requesting the repair of mould in one of the sink areas of this two bedroom rental unit. As the tenant did not enter a copy of this letter into written evidence and provided no photographic, written or oral evidence, other than her claim that there is mould in her rental unit, I dismiss the tenant's application for an order requiring the landlord to conduct repairs to the rental unit. I do so as she has not demonstrated the need to issue any such order.

### Conclusion

I allow the tenant's application to cancel the 1 Month Notice. This tenancy continues.

I dismiss the tenant's application for an order requiring the landlord to conduct repairs to this 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: December 13, 2012