



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** CNR, MNDC, FF

### **Introduction**

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for non-payment of rent and for a monetary order for the repairs carried out by the tenant. The tenant stated that he served the notice of hearing on the landlord in person on January 29, 2013, when the landlord visited the rental unit.

Despite having been served the notice of hearing, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues**

Has the landlord validly issued the notice to end tenancy? Does the landlord owe the tenant compensation for repairs?

### **Background and Evidence**

The tenancy began on November 15, 2012. The monthly rent is \$2,400.00 payable on the fifteenth day of each month. The tenant did not file a copy of the tenancy agreement.

The tenant stated that on January 18, 2013, the landlord served the tenant with a ten day notice to end tenancy for nonpayment of rent. The tenant did not file a copy of the notice but stated that it was not properly filled out and consisted of a single page. The tenant agreed that he had not paid rent since December 15, 2012.

The tenant stated that he replaced a stove and repaired the gas lines, and kitchen drain. The tenant is claiming \$3,200.00 as compensation for the work he states he did, to maintain the rental unit. The tenant did not file any documentary evidence to support his monetary claim.

### **Analysis**

In order to support the notice to end tenancy, the landlord must prove that he served a valid notice. The landlord did not file any evidence to support the notice to end tenancy, nor did he attend the hearing. Without other evidence to support the validity of the notice, the landlord has not met the burden of proof and therefore I allow the tenant's application and set aside the landlord's notice to end tenancy.

The tenant did not provide adequate information regarding the repairs he carried out and therefore I am unable to determine what repairs were carried out by him, what appliances were replaced by him and whether he had an agreement in place to be reimbursed for his work. Accordingly, I dismiss the tenant's application for compensation.

The tenant has not proven his case and must bear the cost of filing his application.

### **Conclusion**

The notice to end tenancy is set aside. The balance of the tenant's application is dismissed.

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: February 19, 2013

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Residential Tenancy Branch

