



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PACIFIC QUORUM PROPERTIES INC  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC ERP MNDC MT OLC PSF RP

### Preliminary Issues

The parties confirmed the respondent named on the Tenant's application was an employee or Agent of the property management company who is the corporate Landlord. Accordingly, the style of cause was amended to include the corporate Landlord's name, in accordance with section 64 (3)(c) of the *Act*.

Residential Tenancy Rules of Procedure, Rule 2.3 states that, in the course of the dispute resolution proceeding, if the arbitrator determines that it is appropriate to do so, he or she may dismiss the unrelated disputes contained in a single application with or without leave to reapply.

Upon review of the Tenant's application I have determined that I will not deal with all the dispute issues the Tenant has placed on their application. For disputes to be combined on an application they must be related. Not all the claims on this application are sufficiently related to the main issue relating to the Notice to end tenancy. Therefore, I will deal with the Tenant's request for more time to make his application and to set aside, or cancel the Landlord's Notice to End Tenancy issued for cause; and I dismiss the balance of the Tenant's claim with leave to re-apply.

### Introduction

This hearing dealt with an Application for Dispute Resolution filed on February 15, 2013, by the Tenant to cancel a Notice to end tenancy for cause and for more time to make the application to dispute the Notice.

The parties appeared at the teleconference hearing, acknowledged receipt of evidence submitted by the other and gave affirmed testimony. At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an

opportunity to ask questions about the process however each declined and acknowledged that they understood how the conference would proceed.

### Issue(s) to be Decided

Should the Notice to end tenancy be cancelled?

### Background and Evidence

The Tenant did not submit documentary evidence to the *Residential Tenancy Branch*; however he did serve the Landlord with some photographs prior to the hearing.

The Landlord submitted documentary evidence which included, among other things, copies of: a letter and e-mails sent to the Landlord in December 2012; a copy of the tenant ledger.

The parties confirmed they entered into a fixed term tenancy agreement that began on August 1, 2011 and switched to a month to month tenancy after July 31, 2012. Rent was initially \$840.00 per month and as of October 1, 2011 the rent was reduced to \$775.00 per month when basic cable was no longer included in the rent. The Tenant paid \$420.00 on or before August 1, 2011 as the security deposit and attend the move in inspection at the beginning of the tenancy.

The Tenant stated that he made application to cancel the Notice to end tenancy that he received on approximately February 10, 2013. The Tenant did not submit a copy of that Notice nor did he have a copy with him to be able to provide testimony about the information recorded on the Notice. When asked why he was served the Notice he said he was issued the Notice because he has not paid his rent. The Tenant was not able to clarify the particulars of the Notice during this proceeding.

The Landlord appeared at the hearing and when asked if he had anything to add or request he answered no.

### Analysis

When a tenant disputes a Notice to end tenancy they bear the burden of proving their claim. The hearing package contains instructions on evidence and the deadlines to submit evidence, as does the Notice of Hearing provided to the Tenant.

The Notice to End Tenancy document is not a mere technicality. In fact, it is hard to imagine another document being more relevant or material to the Tenant's claim, in particular when he is asking to have this document cancelled.

In the absence of a copy of the Notice, and in the presence of the Tenant's testimony that he has not paid his rent, I find the Tenant has provided insufficient evidence to prove this claim. Accordingly, I dismiss the application without leave to reapply.

### Conclusion

I HEREBY DISMISS the Tenant's application, without leave to reapply.

No findings of fact or law have been made relating to a Notice to End Tenancy issued for cause.

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 13, 2013

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Residential Tenancy Branch

