



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNR, LRE, MNDC, MT, OLC

Introduction

This hearing dealt with an application by the tenant seeking more time to make an application to cancel a Notice to End Tenancy, an order to have a One Month Notice to End Tenancy for Cause Set aside, an order to have a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities set aside, a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, an order to have the landlord comply with the Act, regulation or tenancy agreement, and an order to suspend or set conditions on the landlords right to enter the unit or suite. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to any of the above under the Act, regulation or the tenancy agreement?

Background and Evidence

The tenancy began on or about April 15, 2013 and is for a fixed term until June 30, 2014. Rent in the amount of \$1650.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$825.00.

The tenant gave the following testimony:

The tenant stated that there are not any notices to end tenancy to be dealt with in this hearing as the matter was dealt with in a prior dispute resolution hearing. The tenant stated that the landlord has not provided any of the items promised when the tenancy began. The tenant is seeking \$5000.00 for compensation for not having been provided services promised.

The landlord gave the following testimony:

The landlord stated that he still wants the tenancy to end. The landlord stated that the tenants that live upstairs from the subject tenants are being constantly disturbed by them and that they have not changed their behaviour even after discussing it with them.

Analysis

The relationship between these two parties is an acrimonious one. Both parties were cautioned about their behaviour and demeanour during the hearing. The parties were more intent on arguing with each other than answering questions or presenting their claim. Neither party was clear on what they wished to present for today's hearing except that they both wanted to comment on a previous dispute resolution hearing. The parties were directed numerous times that they were to focus on today's issues and address the claims as made. Both parties repeatedly wished to argue the facts of the previous hearing involving a One Month Notice to End Tenancy for Cause.

The landlord stated that he had issued a One Month Notice to End Tenancy for Cause as well as a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities. The tenant denies receiving them. The landlord stated that he had filed for a dispute resolution hearing seeking an order of possession. When I questioned the landlord as to the file number; he provided this file number which was initiated and is a tenant's application for dispute resolution.

Section 47 says a landlord may end a tenancy by giving notice to end the tenancy for a number of reasons. In the case before me neither party has supplied a copy of the One Month Notice to End Tenancy for Cause. I spent a large portion of the hearing explaining the crucial and vital nature of this document to both parties. The Notice is not a trivial piece of information. It is the foundation that a landlord relies on to assist in their application to end a tenancy when there is cause. Neither party could agree as to when the Notice was issued nor the basis for its issuance. The tenant is entitled to have full answer and defence of any allegation made against them as is required under the Natural Laws of Justice. The parties were did not agree whether or not there was outstanding rent either.

Neither the landlord nor the tenant provided any notices for this hearing. As there are no notices before me and the substance of those notices is in dispute, I set aside any notices issued by the landlord to the tenant up until the date the tenant filed for dispute resolution; September 6, 2013. Any Notices issued after that date will need to be dealt with in a separate hearing.

The tenancy continues uninterrupted on the original terms of the tenancy agreement.

As stated above the tenant did not focus his attention to the application at hand. He repeatedly stated that the previous Arbitrator had made several orders in his favour and that he was entitled to compensation as the landlord had not complied with those orders. I reviewed the decision by the previous Arbitrator; no orders were made. When I asked the tenant about it he said they were verbal orders and not in the written decision.

The tenant has not provided sufficient evidence to support any of his other claims as applied for and based on that, and on the balance of probabilities I dismiss this balance of the tenants application.

Conclusion

The tenancy remains in effect. Any notices to end tenancy issued up to September 6, 2013 are set aside. The remainder of the tenants' 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: October 21, 2013

Residential Tenancy Branch

