



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0887678 LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC CNR ERP PSF RP FF

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) To cancel a notice to end tenancy for unpaid rent pursuant to section 46;
- b) To cancel a notice to end tenancy for cause pursuant to section 47;
- c) To do emergency and necessary repairs pursuant to sections 32 and 33;
- d) To allow the tenant to reduce rent for repairs not done and for facilities not provided;
- e) For a monetary order as reimbursement for repairs;
- f) To recover the filing fee for this application.

Service:

No Notices to End Tenancy are provided in evidence but the tenant said he had been issued some for unpaid or late rent. The tenant /applicant gave evidence that they personally served the Application for Dispute Resolution to management who was a previous owner and told him that no-one would attend the hearing anyway. I find the documents were legally served for the purposes of this hearing.

Issue(s) to be Decided:

Has the landlord proved on the balance of probabilities that there is sufficient cause to end the tenancy or has the tenant demonstrated that the notices to end tenancy for unpaid rent and/or cause should be set aside and the tenancy reinstated? Is the landlord entitled to an Order of Possession if the tenant is unsuccessful in the application?

Background and Evidence

The landlord did not attend to provide evidence why this tenancy should be ended. The tenant said that the building was in bad shape and there are only 22 of the 75 tenants remaining. He alleges the landlords are serving notices in hopes of evicting tenants. He said there was a fire in the building last week, he has had no hot water for months

and there are serious electrical problems. He provided no objective evidence to support his allegations and no documents to show he had advised the landlord of the necessary repairs. He did not provide any copies of the Notices to End Tenancy in order to ascertain relevant dates.

On the basis of the documentary and solemnly sworn evidence presented for the hearing, a decision has been reached.

Analysis:

As the landlord did not attend or provide evidence why this tenancy should be ended, I find the Notice to End Tenancy is set aside or cancelled and the tenancy is continued.

Although the tenant alleges repairs are necessary, I find he has provided insufficient evidence to support his allegation or to show written demand for repairs or to designate what repairs are needed. Therefore, I dismiss this portion of his claim with leave to reapply for an order to repair when he has relevant evidence to support his application.

Conclusion:

The Notice to End Tenancy is set aside and cancelled. The tenancy is continued.

The balance of the tenant's application is dismissed with leave to reapply when sufficient evidence is obtained. No filing fee is awarded as the tenant provided no documents including the Notices to End Tenancy to support his application.

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: January 07, 2014

Residential Tenancy Branch

