



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, MNDC, OLC, RP, O

### Introduction

This hearing was convened by conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant to: cancel a notice to end tenancy for cause; for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement; for the Landlord to comply with the Act, regulation or tenancy agreement; for the Landlord to make repairs to the rental unit and for ‘Other’ issues of which none were identified in this hearing.

An agent for the Landlord and the building manager appeared for the Landlord. The Tenant appeared for the hearing with an advocate.

### Preliminary Issues

At the start of the hearing, the Landlord’s agent made a request to adjourn the hearing because they were unable to submit sufficient written evidence prior to this hearing. The Landlord’s agent explained that the company had recently undergone a staff change and therefore they were unable to provide the written evidence in time.

The Tenant’s advocate submitted that the Landlord had sufficient time to submit written evidence since the Tenant was issued with the 1 Month Notice to End Tenancy for Cause (the “Notice”) on May 27, 2014, and in any case the written evidence relating to this Notice should have been available prior to the Notice being served to the Tenant. The Tenant’s advocate also submitted that it was not appropriate for the Tenant to wait for the reconvened hearing with the threat of an eviction notice looming over him.

I considered the Dispute Resolution Rules of Procedure and the submissions of both parties and found that the Landlord did have sufficient time to prepare and present written evidence prior to this hearing, especially when the burden of proof for the Notice rested with the Landlord. Furthermore, I accept the submissions of the Tenant’s

advocate and find that it would not be appropriate for the Tenant to wait for an extended period of time for the reconvened hearing with the threat of not knowing if his tenancy is to end. I also found that the Tenant should not be expected to suffer the interim period as a result of the Landlord's change in staff which should not have had any bearing on the submission of written evidence for this hearing.

As a result, I explained to the parties that I would be moving forward in hearing the evidence of the Landlord in relation to the Notice. However, after discussion between the parties, the Landlord's agent decided that it would be in the interest of all parties to withdraw the Notice served to the Tenant. Policy guideline 11 to the Act explains that a Landlord or Tenant cannot unilaterally withdraw a notice to end tenancy unless there is consent from the party to whom it is given.

As a result, the Landlord's agent and the Tenant agreed that the Notice would be withdrawn by the Landlord and the tenancy will continue until such time it is ended in accordance with the Act. As a result, pursuant to the authority afforded to me by Section 64(3)(c) of the Act, I amended the Tenant's Application to remove the request to cancel the Notice. The parties were encouraged to work together in an effort to move this tenancy in a forward and positive direction.

In relation to the remainder of the issues on the Tenant's Application, the Tenant was agreeable to having leave to re-apply based on the outcome of this hearing as above. However, the Tenant and building manager committed to work together to get the bed bug issues resolved and the parties were encouraged to do this in writing.

### Conclusion

The Notice issued on May 24, 2014 has been withdrawn with the consent of both parties. The remainder off the Tenants' Application is dismissed **with leave to re-apply**.

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: June 23, 2014

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Residential Tenancy Branch

