



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNC CNR MNR

Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the *Residential Tenancy Act* (the "Act"). The tenant applied to cancel a 1 Month Notice to End Tenancy for Cause (the "1 Month Notice"), a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "10 Day Notice"), and for a monetary order in the amount of \$410.00 for the cost of emergency repairs.

The tenant and a witness for the tenant attended the hearing. As the landlord did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing"), Application for Dispute Resolution (the "Application") and documentary evidence was considered. The tenant provided two registered mail tracking numbers in evidence. The tenant stated that the first package which contained the Notice of Hearing, Application and documentary evidence was mailed to the landlord at the address provided by the landlord on the 10 Day Notice dated April 29, 2014.

According to the Canada Post registered mail tracking website, the landlord signed for and accepted the first package on May 26, 2014. The tenant stated that the second package, which included his amended Application, was served on the landlord at the same address as the first package on June 10, 2014. According to the Canada Post registered mail tracking website, the landlord did not pick up the second package. As a result of the above, I find the landlord was served with the first package on May 26, 2014 when he signed for and accepted the first registered mail package. I find that the landlord was deemed served with the second package as of June 15, 2014, which is five days after the registered mail package was mailed in accordance with section 90 of the Act. I note that refusal or neglect to pick up a registered mail package does not constitute grounds for a Review Application.

Preliminary and Procedural Matter

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the tenant indicated several matters of dispute on the Application for Dispute Resolution, the most urgent of which is the application to set aside the 1 Month Notice and the 10 Day Notice. I find that not all the claims on this Application for Dispute Resolution are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenant's request to set aside the 1 Month Notice and the 10 Day Notice. The tenant's application for the cost of emergency repairs in the amount of \$410.00 is **dismissed, with leave to re-apply**.

Issues to be Decided

- Should the 1 Month Notice to End Tenancy for Cause be cancelled?
- Should the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities be cancelled?

Background and Evidence

The tenant submitted a copy of a 10 Day Notice dated April 29, 2014, which does not include an effective vacancy date. The tenant confirmed receiving a 1 Month Notice dated May 30, 2014, with an effective vacancy date of June 30, 2014. The tenant disputed the 10 Day Notice on May 7, 2014, and disputed the 1 Month Notice on June 6, 2014. The 1 Month Notice dated May 30, 2014, alleges five causes.

The landlord did not attend the hearing in support of either the 10 Day Notice or the 1 Month Notice.

Analysis

Based on the documentary evidence and the undisputed testimony of the tenant provided during the hearing, and on the balance of probabilities, I find the following.

When a tenant disputes a Notice, the onus of proof reverts to the landlord to prove that the Notice is valid and should be upheld. If the landlord fails to prove the Notice is valid, the Notice will be cancelled.

Regarding the 10 Day Notice, **I find** the 10 Day Notice dated April 29, 2014, **is invalid**, as the landlord failed to include an effective vacancy date on the 10 Day Notice as is required by section 52 of the *Act*. As a result, **I cancel** the 10 Day Notice dated April 29, 2014.

Regarding the 1 Month Notice dated May 30, 2014, as the landlord did not attend the hearing to present evidence to support the 1 Month Notice, **I find** the landlord has failed to prove that the 1 Month Notice was valid. As a result, **I cancel** the 1 Month Notice dated May 30, 2014.

I ORDER the tenancy to continue until ended in accordance with the *Act*.

Conclusion

The 10 Day Notice dated April 29, 2014, has been cancelled.

The 1 Month Notice dated May 30, 2014, has been cancelled.

The tenancy has been ordered to continue until ended in accordance with the *Act*.

As described above, the tenant's application for the cost of emergency repairs is dismissed, with leave to reapply.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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

Residential Tenancy Branch

