



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding LLA INVESTMENTS  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes**

Tenant: CNR, MT, FF

Landlord: OPR MNR MNSD FF

### **Introduction**

This hearing dealt with an application by the tenant to cancel a Notice to End Tenancy (the Notice), dated May 06, 2014, and an application by the landlord for an Order of Possession and a Monetary Order. I accept the tenant's request to allow them more time to make an application of this nature on the basis they could not understand the requirements to file earlier. The tenant explained that someone other than themselves made the application on their behalf due to this issue. The tenant acknowledged having received the landlord's application.

The applicant landlord was provided with a copy of the Notice of a Dispute Resolution Hearing after filing their own application dated May 26, 2014. The landlord, however, did not attend the hearing set for today at 1:30 p.m. The phone line remained open for fifteen minutes and was monitored throughout this time. The only party to call into the hearing was the tenant. As a result, the landlord's application was preliminarily **dismissed**.

### **Issue(s) to be Decided**

Should the Notice to End dated May 06, 2014 be set aside?

### **Background and Evidence**

The landlord did not appear in the hearing to defend their reasons respecting the Notice to End, nor to request an Order of Possession. The tenant testified that they were refused acceptance of their rent for May, June and July 2014 and that the landlord has not requested rent from them – although they are willing and available to pay rent.

### **Analysis**

On preponderance of the evidence before me I find the landlord's Notice to End may not have been issued for valid reasons, and the landlord did not attend their hearing to defend their Notice to End. Therefore, **I Order** the Notice to End dated May 06, 2014 is **cancelled**, or set aside. If necessary, the landlord is at liberty to issue *another new Notice to End for valid reasons*.

The tenant is entitled to recover their filing fee.

### **Conclusion**

The landlord's application **is dismissed**.

The tenant's application is granted. The landlord's Notice to End is **set aside and is of no effect**. The tenancy continues.

**I Order** that the tenant may deduct \$50.00 from a future rent in satisfaction of their filing fee.

The landlord is at liberty to issue *another new Notice to End for valid reasons*.

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: July 07, 2014

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Residential Tenancy Branch

