



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, CNR, ERP, RP, FF

Introduction

This hearing dealt with an application by the tenant for an order setting aside a notice to end this tenancy and an order compelling the landlord to perform repairs and a cross-application by the landlord for an order of possession and a monetary order. The tenant participated in the hearing and the landlord did not. The tenant provided evidence that he served his application for dispute resolution and notice of hearing on the landlord by sending it via registered mail on December 29. I was satisfied that the landlord had notice of the tenant's claim and the hearing proceeded in his absence.

As the landlord did not appear at the hearing to advance his claim, the claim is dismissed without leave to reapply.

At the hearing, the tenant indicated that he expected me to issue him a monetary award. I advised the tenant that as his claim did not advance a monetary claim and as the landlord had no notice of such a claim, I would not hear evidence on that claim.

Issues to be Decided

Should the notice to end tenancy be set aside?
Should the landlord be ordered to perform repairs?

Background and Evidence

The tenant's undisputed evidence is as follows. The tenant received the notice to end tenancy for unpaid rent on December 23, 2014. The tenant testified that he has done repairs and does not require the landlord to perform any repairs.

Analysis

When a tenant disputes a notice to end tenancy, the landlord bears the burden of proving that there are grounds to end the tenancy. The landlord did not appear at the hearing to offer testimony and I find that he has not met his burden of proof. I order that the notice to end tenancy dated December 23, 2014 be set aside and of no force or effect. As a result, the tenancy will continue.

As the tenant has acknowledged that the rental unit does not require repairs, I dismiss the claim for that order.

As the tenant has been successful in part of his claim, I find that he should recover the \$50.00 filing fee paid to bring his application and I award him that sum. The tenant may deduct \$50.00 from a future rental payment.

Conclusion

The notice to end tenancy is set aside. The landlord's claim is dismissed without leave to reapply. The tenant's claim for an order compelling the landlord to perform repairs is dismissed without leave to reapply. The tenant may deduct \$50.00 from a future rental payment.

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 20, 2015

Residential Tenancy Branch

