



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ROCKWELL MANAGEMENT INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, RPP, MNDC, FF, O

### Introduction

This hearing was scheduled to deal with a tenant's application to cancel a 10 Day Notice to End Tenancy for Unpaid Rent and return of personal property. Only the tenant appeared at the hearing. The tenant orally provided a registered mail tracking number as proof the hearing package was sent to the landlord. A search of the tracking number showed that the registered mail was mailed on May 7, 2015 and successfully delivered on May 12, 2015. Based upon the evidence before me, I was satisfied the landlord was sufficiently served with notice of this proceeding and I continued to hear from the tenant without the landlord present.

### Preliminary and Procedural Matters

The tenant did not specify the personal property he sought to have returned to him in filing his Application. When I pointed this out to the tenant he appeared to be unaware that he had requested return of personal property on his Application. Rather, he stated that he was seeking compensation from the landlord. I noted that in the details of dispute and in other various places on the Application the tenant indicated he was seeking compensation for a lock although he did not specify an amount. Nor, was a receipt provided in his evidence. Section 59 of the Act requires that an applicant provide sufficient particulars with their Application. In the absence of any amount indicated on the Application or the evidence that accompanied it, I found the tenant failed to provide sufficient particulars to proceed with a claim for compensation and I dismissed that portion of the tenant's application with leave.

The tenant also stated that he wanted compensation for an assault; however, the tenant had not included any such particulars in his Application. Further, the tenant stated that he wished to have repairs or upgrades made to his rental unit; however, such a request was not included in his Application. The tenant stated that he faxed documentation regarding these additional issues to the Branch and landlord yesterday.

Where a party seeks to amend their Application, the amendment must be done in accordance with the Rules of Procedure and at least 14 days before the scheduled hearing. I found the tenant's attempt to introduce new matters to this proceeding was not in accordance the Rules of Procedure and I did not permit an amendment. The tenant was informed of his right to file another Application for these other issues.

In light of the above, I dismissed the tenant's request for return of personal property and the tenant was given leave to reapply for compensation. As such, the only remaining issue dealt with in this decision is the tenant's request to cancel a Notice to End Tenancy.

It should be noted that during this hearing, the tenant was difficult to communicate with as he spoke fast and uninterrupted for periods of time which included repeated statements made several times over and over. I enquired as to the tenant's ability to proceed to which he stated that he had a speech impediment. I continued with the hearing despite the difficulties in communication. It is also important to note that the tenant acknowledged that he is unfamiliar with the dispute resolution procedures and based upon the Application before me I encouraged the tenant to seek assistance before filing another Application.

#### Issue(s) to be Decided

Should the 10 Day Notice to End Tenancy issued on May 3, 2015 be cancelled?

#### Background and Evidence

The tenant presented a copy of a 10 Day Notice to end Tenancy for Unpaid Rent that was issued to him by the landlord on May 3, 2015. The Notice is unsigned and indicates the tenant failed to pay rent of \$950.00 on the 1<sup>st</sup> day of the 15<sup>th</sup> month of 2015.

The tenant submitted that he paid the rent for May 2015 in the amount of \$950.00 and produced a copy of an on-line bank statement showing a \$950.00 email money transfer on April 30, 2015.

#### Analysis

Where a Notice to End Tenancy comes under dispute, the landlord has the burden to prove, based on a balance of probabilities, that the tenancy should end for the reason indicated on the Notice.

Since the landlord did not appear at the hearing to demonstrate that the tenancy should end for unpaid rent I find the landlord has not met its burden and I cancel the 10 Day Notice issued to the tenant on May 3, 2015.

I award the tenant recovery of the \$50.00 filing fee he paid for this Application. The tenant is authorized to deduct \$50.00 from a subsequent month's rent in satisfaction of this award.

### Conclusion

The 10 Day Notice issued on May 3, 2015 is cancelled. The tenant has been awarded recovery of the filing fee and he has been authorized to deduct \$50.00 from a subsequent month's rent in satisfaction of this award.

The tenant's request for monetary compensation was dismissed with leave to reapply.

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 18, 2015

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Residential Tenancy Branch

