



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding TEPPER HOTEL LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction and Preliminary Matters

This hearing dealt with the tenant's Application for Dispute Resolution seeking to cancel a 1 Month Notice to End Tenancy for Cause (the "1 Month Notice"), for a monetary order for the cost of emergency repairs, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, to obtain an order of possession of the rental unit or site, to allow access to (or from) the unit or site for the tenant or the tenant's guests, to authorize the tenant to change the locks to the rental unit, and to allow the tenant to reduce rent for repairs, services, or facilities agreed upon but not provided.

The tenant and an agent for the landlord (the "agent") attended the teleconference hearing. The hearing process was explained to the parties and an opportunity to ask questions about the hearing process was provided to the parties. Both parties confirmed that they received the documentary evidence package from the other party prior to the hearing and that they had the opportunity to review the evidence.

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 many matters of dispute on the Application for Dispute Resolution, the most urgent of which is the application to set aside the 1 Month 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 at this proceeding. The balance of the tenant's application is dismissed, with leave to re-apply.

The tenant made an Application based on a 1 Month Notice. The tenant and agent both testified that they did not submit a copy of the 1 Month Notice in evidence. The tenant and agent both confirmed that they did not have a copy of the 1 Month Notice in front of them during the hearing. Neither the tenant nor the agent could recall what the actual

cause(s) listed on the 1 Month Notice or the effective date of the 1 Month Notice. The hearing package provided to each applicant contains instructions on evidence and the deadlines to submit evidence, as does the Notice of a Dispute Resolution Hearing provided to the parties.

The 1 Month Notice document is not a mere technicality. In fact, it is hard to imagine another document being more relevant or material to the tenant's claim, in particular when the tenant is asking to have the 1 Month Notice cancelled.

The responsibility of proving a claim is on the person making the claim. As the tenant failed to provide a copy of the 1 Month Notice, I find the tenant has provided insufficient evidence to prove their claim.

Therefore, **I dismiss** the tenant's claim without leave to reapply. I do not grant an order of possession as the agent was unable to provide the details of the 1 Month Notice.

### Conclusion

The tenant's application to cancel the 1 Month Notice is dismissed without leave to reapply.

I do not grant an order of possession as the agent was unable to provide details of the 1 Month Notice.

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: August 18, 2015

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Residential Tenancy Branch

