



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Codes: CNR, DRI, ERP, RP, LRE, RR, FF, OPR, MNR, MNSD, MNDC, FF.

Introduction:

This was an application by the tenant to cancel a Notice to End the Tenancy for Non-Payment of Rent dated June 25, 2016 with no effective date, and an application for the landlord to make repairs, an order that the landlord's right of entry be suspended an application to dispute an additional rent increase, and order permitting the tenant to reduce the rent, and to recover the filing fee. The landlords by way of cross application sought an Order for Possession and Monetary Order for \$ 4,950.00 for unpaid rent and utilities for June, July and August 2016 based upon the same Notice. Only the tenant attended the conference call hearing.

Preliminary Matter:

In the course of this proceeding and upon review of the tenant's application, I have determined that I will not deal with all the dispute issues the tenant has placed on his application. For disputes to be combined on an application they must be related. Not all the claims on this application are sufficiently related to the main issue to be dealt with together. Therefore, I will deal with the tenant's request to set aside, or cancel the landlord's Notice to End Tenancy for nonpayment of rent and I dismiss the balance of the tenant's claims with liberty to re-apply.

Issues:

Is the tenant entitled to a cancellation of the Notice?

Are the landlords entitled to an Order for Possession and a Monetary Order for unpaid rent?

Background and Evidence:

The tenant admitted service of the landlords' Notice to End the Tenancy. The tenant testified that she handed the landlords a copy of her Application for Dispute Resolution on June 30, 2016. I find that the tenant's application was duly served on that day in accordance with the Act.

The landlords' application was for an Order for Possession and monetary Order pursuant to a Notice to End a Tenancy for Non-Payment of Rent dated June 25, 2016, however the landlords did not attend the hearing which lasted twenty minutes. I have therefore dismissed all of the landlords' applications without leave to reapply.

The tenant testified that the tenancy began on June 1, 2016 with rent in the amount of \$ 1, 400.00. The tenant paid the rent for June, July and August in the amount of \$ 1,400.00 on May 25, 2016 in cash. The tenant testified that the landlords promised to give receipts for the payments, make repairs and deliver a copy of the rental agreement, however to date the landlords have not done so. The tenant testified that she opened a Hydro account in her name and has kept all payments up to date and therefore the landlords' claim that the utilities were unpaid is also false. The tenant requested that the Notice be cancelled.

Analysis:

Once a Notice is disputed the burden of proof falls on the landlord to prove that the rent was unpaid. Here the tenant disputed the Notice, provided cogent and credible evidence that it was paid and the landlords failed to attend the hearing. Accordingly I find that as the landlords have not proven that the rent was unpaid and further that the tenant has proven that it was. I have cancelled the Notice to End the Tenancy for Non-Payment of Rent dated June 25, 2016. The tenancy is confirmed.

Conclusion:

I have dismissed all of the landlords' applications. I have cancelled the Notice to End the Tenancy for Non-Payment of Rent dated June 25, 2016. The tenancy is confirmed. I Order that the tenant recover the filing fee amounting to \$ 100.00 and permit her to deduct that amount from her next rental payment. The landlords must be served with this Decision as soon as possible. I have dismissed with leave to reapply all of the tenant's other claims.

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: August 09, 2016

Residential Tenancy Branch

