



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MADISON VILLA ENT. LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, RP, OLC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for: The tenants applied for:

- An order to have the landlord conduct repairs to the unit or site pursuant to Section 33; and
- an order to have the landlord comply with the Act, regulation or tenancy agreement pursuant to Section 62; and
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47.

Only the tenants appeared at the hearing. The tenants provided affirmed testimony and were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

The tenants testified and supplied documentary evidence that they served the landlord with the Notice of Hearing and Application for Dispute Resolution by registered mail, sent on October 17, 2016, and deemed received under the Act five days later. The tenant provided tracking information from Canada Post to support this. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

Issues to be decided

Should the landlord's One Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Are the tenants entitled to an order to have the landlord conduct repairs?

Are the tenants entitled to an order to have the landlord comply with the Act, regulations or tenancy agreement?

Background and Evidence

The tenants testified that they are long term tenants in this location and have never had an issue with the landlord. The tenants testified that on February 12, 2016 they requested that the sliding patio door and stove element be fixed. They sent the request by text message to the property manager "S". The tenants testified that the repairs have not been conducted and request an order from the Branch to have them done. The tenants testified that they received a One Month Notice to End Tenancy on October 12, 2016 but are unaware as to why. The tenants testified that the landlord has not spoken to them once about this notice or provided any documentation to support it. The tenants request the notice be set aside.

Analysis

When a landlord issues a notice under Section 47 of the Act the landlord must provide sufficient evidence to support the issuance of the notice. The landlord did not submit any documentation for this hearing or participate in the teleconference. In addition, the tenants adamantly dispute that the landlord has any grounds to end the tenancy. Based on the insufficient evidence before me, the notice to end tenancy is set aside.

The tenants have also requested an order to have the landlord conduct repairs and to follow the Act, regulation or tenancy agreement. The tenants have not provided sufficient evidence that either of those orders is required. This was explained to the

tenants and they indicated that they understood. Based on the insufficient evidence before me I dismiss the tenants request for the two orders.

Conclusion

The One Month Notice to End Tenancy for Cause dated October 12, 2016 is set aside. It is of no effect or force. The tenancy continues.

The remainder of the tenants' application is dismissed.

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: December 07, 2016

Residential Tenancy Branch