



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, CNC, OLC, FF

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

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed that the tenant served the landlord with the notice of hearing package via Canada Post Registered Mail on January 2, 2018. The landlord provided no documentary evidence. The tenant submitted a copy of a hand written receipt for rent and 5 pages of screen shots of messages in Chinese and an English translation next to it. Neither party raised any issues with service. As such, I accept the undisputed evidence of both parties and find that both parties have been properly served with the notice of hearing package and the submitted documentary evidence as per sections 88 and 89 of the Act.

## Preliminary Issue

At the outset the tenant clarified that the request for the landlord to comply with the Act, regulations or tenancy agreement were for compensation for loss of quiet enjoyment of the rental unit. The tenant seeks a reduction in rent in the future. However, no details of the compensation or the request for a reduction in rent were provided.

After lengthy discussions the tenant's entire application was dismissed as both parties provided conflicting and contradicting direct testimony. Both parties confirmed that no 10 Day Notice was issued and served to the tenant by the landlord. The tenant disputed that he was not served with a 1 Month Notice, but the landlord argued that he was. Neither party was able to provide sufficient evidence of an actual 1 Month Notice.

Section 47 says a landlord may end a tenancy by giving notice to end the tenancy for a number of reasons. In the case before me neither party has supplied a copy of the One Month Notice to End Tenancy for Cause. I spent a large portion of the hearing explaining the crucial and vital nature of this document to both parties. The Notice is not a trivial piece of information. It is the foundation that a landlord relies on to assist in their application to end a tenancy when there is cause. Neither party could agree as to whether the Notice was issued nor provide the basis for its issuance. It was noted during the hearing that the tenant had clarified that English was not his first language and that he was not satisfied that he had understood the questions during the hearing. Both parties were cautioned that it was their responsibility in participating in the hearing to be able to effectively communicate. The tenant is entitled to have full answer and defence of any allegation made against them as is required under the Natural Laws of Justice. As such, the tenant's 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: February 28, 2018

---

Residential Tenancy Branch