



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

INTERIM DECISION

Dispute Codes

CNR; CNC; OLC; RP; ERP; MNDC

Introduction

This is the Tenant's Application for Dispute Resolution made March 6, 2018, seeking to cancel a Notice to End Tenancy for Unpaid Rent; to cancel a Notice to End Tenancy for Cause; Orders that the Landlord comply with the Act, regulation or tenancy agreement and provide regular and emergency repairs; and compensation for damage or loss.

Both parties attended the Hearing, which took place by teleconference, and gave affirmed testimony. The hearing process was explained and the parties were given an opportunity to ask questions about the process.

Preliminary Matter(s)

1. Amending the Application for Dispute Resolution
The Respondent/Landlord's name was transposed (first name last and last name first) on the Tenant's Application. The Tenant's Application was amended to reflect the correct order of the Landlord's name.
2. Service of documents
The Tenant did not provide any documentary evidence to the Residential Tenancy Branch or to the Landlord. He testified that his documents had all been "wiped clean from [his] iPad"

The Landlord stated that he served the Tenant with his documentary evidence at the rental unit on May 7, 2018. The Tenant testified that he did not receive the Landlord's documentary evidence.

3. The Notices to End Tenancy
Neither party provided a copy of either of the Notices to End Tenancy. The parties agreed that the Notice to End Tenancy for Cause was attached to the Tenant's door on March 1, 2018, and that the Notice to End Tenancy for Unpaid Rent was attached to the Tenant's door on March 3, 2018.

It was determined that the Tenant paid the outstanding rent for March, 2018, a couple of hours after he received the Notice to End Tenancy for Unpaid Rent, and that the Landlord has also accepted rent payments for April and May, 2018. As payment for March's rent was well within 5 days of receipt of the Notice to End Tenancy for Unpaid Rent, I find that the Notice to End Tenancy for Unpaid Rent is not a valid notice to end the tenancy and it is cancelled.

With respect to the One Month Notice to End Tenancy for Cause, the Tenant testified that the parties came to an agreement to cancel this Notice and therefore the Tenant gave the Landlord back his copy of the Notice. The Landlord stated that the parties agreed that the Notice would be cancelled, but only on certain conditions.

I adjourned this matter and ordered the Landlord to provide the Residential Tenancy Branch, and to serve the Tenant (in person with witnesses for both parties present), with the following documents by 6:00 p.m. on May 17, 2018:

- A copy of the Notice to End Tenancy for Cause which the Tenant is seeking to cancel; and
- Copies of the Landlord's documentary evidence.

This matter was adjourned to reconvene on **May 24, 2014, at 1:30 p.m., by teleconference**. The parties were provided with the date and time, together with the passcodes for the teleconference. Both parties repeated the date, time and passcodes to me and testified that they had written the information down.

The parties gave more testimony with respect to the tenancy and the Tenant's Application, which will be described in my final Decision.

This Interim 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: May 22, 2018

Residential Tenancy Branch