



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, MNDC, OLC, FFT

Introduction:

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the one month Notice to End Tenancy dated April 5, 2018
- b. An order that the landlord comply with the Act, Regulations and/or tenancy agreement.
- c. A monetary order
- d. An order to recover the cost of the filing fee.

The landlord failed to appear at the scheduled start of the hearing which was 10:30 a.m. on June 14, 2018. The tenant applicants were present and ready to proceed. I left the teleconference hearing connection open and did not start the hearing until 10 minutes after the schedule start time in order to enable the landlord to call in. The landlord failed to appear. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I then proceeded with the hearing. The tenants were given a full opportunity to present affirmed testimony, to make submissions and to call witnesses.

On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that one month Notice to End Tenancy was served on the Tenants. I find that the Application for Dispute Resolution/Notice of Hearing was served on the landlord by mailing, by registered mail to where the landlord resides. This is confirmed as the landlord uploaded evidence. With respect to each of the applicant's claims I find as follows:

Issues to be Decided:

The issues to be decided are as follows:

- a. Whether the tenants are entitled to an order cancelling the Notice to End Tenancy dated April 5, 2018?
- b. Whether the tenants are entitled to an order that the landlord comply with the Act, Regulations and/or tenancy agreement?
- c. Whether the tenants are entitled to a monetary order and if so how much?
- d. Whether the tenants are entitled to recover the cost of the filing fee?

Background and Evidence:

The tenancy began on April 1, 2015 when the parties entered into a 2 year fixed term tenancy agreement that ended on March 31, 2017 and became month to month after that. The present

rent is \$1780. The tenants paid a security deposit and pet damage deposit but could not remember the amount.

The tenants have given the landlord written notice that the tenancy will end and they will be vacating the rental unit at the end of June 2018.

Grounds for Termination:

The Notice to End Tenancy alleges that the tenant is repeatedly late paying rent

Analysis:

The landlord has the burden of proof to establish sufficient cause to end the tenancy. The landlord failed to attend the hearing. I accept the testimony and confirming documentary evidence of the tenants that the rent was paid on the first of the month or earlier but the landlord failed to ensure they were put into her bank account until a later date.

As a result I ordered that the one month Notice to End Tenancy dated April 5, 2018 be cancelled.

Monetary Order and Cost of Filing fee

As the Tenants have been successful with this application I ordered the landlord(s) to pay to the tenant the sum of \$100 for the cost of the filing fee.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

This decision is final and binding on the parties.

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: June 14, 2018

Residential Tenancy Branch