



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PC URDAN PROPERTIES CORP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, CNC, CNL-4M, AAT, OLC, FFT

Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant filed under the Residential Tenancy Act (the “Act”), To cancel a 10-Day Notice for Unpaid Rent or Utilities dated September 29, 2018, To cancel a One-Month Notice for Cause dated September 29, 2018, to cancel Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of the Rental Unit, (the “Notices”) dated September 28, 2018, to request an order be issued for the Landlord to comply with the Act, and for an order to allow the Tenant access to the rental unit. The matter was set for conference call.

The Landlord and his Counsel (the “Landlord”), as well as the Tenant and his advocate (the “Tenant”), attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and Tenant were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

The parties were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Preliminary Matter

At the outset of the hearing, the Landlord testified that the Notices the Tenant applied to cancel had never been issued.

The Tenant testified that the Notices he received to end his tenancy had been given verbally and by text message. The Tenant also testified that the Landlord attempted to evict him from the rental unit physically; however, the police were called, and he was allowed to remain in the rental unit. The Tenant testified that he is currently living in the rental unit.

I accept the testimony of both parties that no Notices to end tenancy were officially given to the Tenant. I find that since no Notices were issued, there is no requirement to determine if the Notices are enforceable. Additionally, I accept the Tenant's testimony that he is currently living in the rental unit.

For these reasons, I dismiss the Tenant's application.

Section 72 of the Act gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Tenant was not successful in his application to dispute the Notices, I find that the Tenant is not entitled to recover the \$100.00 filing fee paid for his application.

Conclusion

I dismiss the Tenants' application.

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: October 30, 2018

Residential Tenancy Branch