



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding OLIVER KIWANIS SR. HOUSING  
SOCIETY and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MT, CNC, RP, FF

### Introduction

This matter dealt with an application by the Tenant for more time to make the application, to cancel a Notice to End Tenancy, for repairs to the unit and to recover the filing fee for this proceeding.

It should be noted that neither the Tenant nor the Landlord attended the hearing. The Advocates who attended the hearing indicated they had not met the Tenant, but were requested to assist the Tenant at the hearing.

### Issues(s) to be Decided

1. Is the Tenant eligible for more time to make the application?
2. Is the Tenant entitled to an Order to cancel the Notice to End Tenancy?
3. Are there repairs to be completed by the Landlord?

As the Tenant and Landlord did not attend the hearing and the Advocate was only familiar with the evidence submitted my decisions are based solely on the evidence submitted. The Tenant submitted his original submission to Service BC on March 7, 2019, the application, the 1 month Notice to End Tenancy for Cause and a notice/letter from the Landlord to all the tenants indicating the building was a no smoking facility with smoking allowed on balconies. Further the notice/letter said if tenants violated the smoke rules fines would be levied against them. The Tenant's evidence indicated he had not been fined and had not received any written warnings about smoking except the 1 Month Notice to End Tenancy for Cause.

### Analysis

With regard to the Tenant's request for more time to make the application; I find the Tenant made the application on March 7, 2019 and submitted it to Service BC on March 7, 2019; therefore I find the application was made within the 10 day time period to dispute a 1 Month Notice to End Tenancy for Cause. The Tenant's application does not require additional time.

Secondly as the Landlord did not attend the hearing to defend the 1 Month Notice to End Tenancy for Cause dated February 26, 2019 and the Landlord did not submit any evidence to support the Notice to End Tenancy, Consequently, I dismiss the 1 Month Notice to End Tenancy for Cause dated February 26, 2019 due to lack of evidence to support it.

Further as the Advocate had no information on the Tenant's request for repairs to the unit and there was no evidence submitted regarding repairs; I dismiss the Tenant's request for repairs with leave to reapply.

As the Tenant has been partially successful in this matter I order the Tenant to recover the \$100.00 filing fee for this proceeding by deducting it from the May, 2019 rent.

### Conclusion

I order the 1 Month Notice to End Tenancy for Cause dated February 26, 2019 is cancelled and the tenancy is ordered to continue as set out in the Tenancy Agreement.

The Tenant's May, 2019 rent payment is reduced by \$100.00.

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: April 15, 2019

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Residential Tenancy Branch