



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GWG HOLDINGS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC ERP LAT LRE RP

Introduction

This hearing was scheduled to convene at 9:30 a.m. this date by way of conference call concerning an application made by the tenants seeking the following relief:

- an order cancelling a notice to end the tenancy for cause;
- an order that the landlord make emergency repairs for health or safety reasons;
- an order permitting the tenants to change the locks to the rental unit;
- an order limiting or setting conditions on the landlord's right to enter the rental unit; and
- an order that the landlord make repairs to the unit, site or property.

Both tenants attended the hearing and each gave affirmed testimony. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony and no one for the landlords joined the call. One of the tenants testified that the landlords were served with the Application for Dispute Resolution and notice of this hearing (the Hearing Package) by registered mail on April 18, 2019 and the tenants were permitted to provide proof of such service after the hearing concluded. I have now received copies of a Registered Domestic Customer Receipt and a Canada Post cash register receipt bearing that date and I am satisfied that the landlords have been served in accordance with the *Residential Tenancy Act*.

The Rules of Procedure specify that applications contained in a single Application for Dispute Resolution must be related. In this case, I find that the primary application seeks an order cancelling a notice to end the tenancy, and is not related to the other applications. Therefore, the balance of the tenants' application is dismissed with leave to reapply.

All evidence relevant to the One Month Notice to End Tenancy for Cause has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Should the One Month Notice to End Tenancy for Cause be cancelled?

Background and Evidence

The tenants agree that this fixed term tenancy began about 2 ½ years ago, in March 2017 which expired after 1 year and then reverted to a month-to-month tenancy, and the tenants still reside in the rental unit. Rent in the amount of \$695.00 per month was originally payable on the 1st day of each month but was reduced at a previous Arbitration to \$521.00 per month, and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenants in the amount of \$347.50 which is still held in trust by the landlords and no pet damage deposit was collected. The rental unit is a basement suite and the upper level is also tenanted. The landlord does not reside on the property, and a copy of the tenancy agreement has not been provided as evidence for this hearing.

The tenants also agree that the landlord served the tenants with the first page only of a One Month Notice to End Tenancy for Cause, along with a document entitled "Schedule of Parties" by mail on April 5, 2019. A copy has been provided and it is dated April 4, 2019 and contains an effective date of vacancy of May 1, 2019. There is no second page, so there are no reasons cited for issuing it.

Analysis

Where a tenant disputes a notice to end a tenancy given by a landlord, the onus is on the landlord to establish that it was given in accordance with the *Residential Tenancy Act*, which can include the reason(s) for issuing it. In this case, the landlord has failed to attend the hearing to respond to the tenants' application, and has not cited any reasons for issuing the notice. Therefore, I cancel it.

Conclusion

For the reasons set out above, the following applications of the tenants are dismissed with leave to reapply:

- an order that the landlord make emergency repairs for health or safety reasons;
- an order permitting the tenants to change the locks to the rental unit;
- an order limiting or setting conditions on the landlord's right to enter the rental unit; and
- an order that the landlord make repairs to the unit, site or property.

The One Month Notice to End Tenancy for Cause dated April 4, 2019 is hereby cancelled.

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: May 30, 2019

Residential Tenancy Branch