



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, PSF

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 March 31, 2019
- b. An order that the landlord provide services or facilities required by the tenancy agreement or by law.

The Landlord failed to appear at the scheduled start of the hearing which was 9:30 a.m. on May 27, 2019. The Tenant applicant was 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 tenant was 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 the hearing a decision has been reached. All of the evidence was carefully considered.

I find that the one month Notice to End Tenancy was served on the Tenant. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on April 12, 2019. 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 tenant is entitled to an order cancelling the Notice to End Tenancy dated March 31, 2019?
- b. Whether the tenant is entitled to an order that the landlord provide services or facilities required by the tenancy agreement or law?

Background and Evidence:

The tenancy began on June 1, 2018. The tenancy agreement was oral. It provided that the tenant(s) would pay rent of \$4000 per month payable in advance on the first day of

each month. The tenant(s) did not pay a security deposit. All services including power was included with the rent. .

The landlord has threatened to cut the power to the unit.

Grounds for Termination:

The Notice to End Tenancy identifies the following grounds:

- Tenant has caused extraordinary damage to the unit/site or property/park

Analysis:

The landlord has the burden of proof to establish sufficient cause to end the tenancy. The landlord failed to attend the hearing and failed to upload any documentary evidence.

I determined the landlord failed to prove that the tenant has caused extraordinary damage.

As a result I determined that the landlord has failed to establish sufficient cause to end the tenancy. As a result I ordered that the one month Notice to End Tenancy dated March 31, 2019 be cancelled. The tenancy shall continue with the rights and obligations of the parties remaining unchanged.

I ordered that the power be maintained to the rental unit until the tenancy has come to an end. .

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: May 27, 2019

Residential Tenancy Branch