



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Ra-An Ent. Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC OLC RP RR FF

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A hearing by telephone conference was held on October 8, 2019. The Tenant applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

Both parties attended the hearing and provided testimony. All parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. Both parties confirmed receipt of each other's documentary evidence.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence submitted in accordance with the rules of procedure and evidence that is relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Tenant applied for multiple remedies under the *Act*, a number of which were not sufficiently related to one another.

Section 2.3 of the Rules of Procedure states that claims made in an Application must be related to each other and that arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

After looking at the list of issues before me at the start of the hearing, I determined that the most pressing and related issues deal with whether or not the tenancy is ending. As a result, I exercised my discretion to dismiss all of the grounds the Tenant applied for, with leave to reapply, with the exception of the following claim:

- to cancel the 1 Month Notice to End Tenancy for Cause (the Notice)

During the hearing, counsel for the Landlord stated that although rent has been paid late in the past, he wanted to withdraw the Notice which the Landlord issued because there may only have been 2 times. The Landlord wished to withdraw and cancel the Notice, and only re-issue the Notice if he feels there is sufficient cause to end the tenancy. The Tenant agreed to the withdrawal of the Notice. I hereby allow the Landlord to withdraw the Notice and the Notice from July 2019 is of no force or effect.

Since I have made no findings on the merits of the Notice, the Landlord remains at liberty to re-issue the Notice, should they feel there is sufficient cause in the future.

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 08, 2019

Residential Tenancy Branch