



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes Landlord: OPR MNR MNSD
 Tenant: OLC CNC FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “*Act*”).

The Landlord’s Application for Dispute Resolution was made on January 10, 2020 (the “Landlord’s Application”). The Landlord applied for the following relief, pursuant to the *Act*:

- an order of possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities;
- a monetary order for unpaid rent or utilities; and
- an order permitting the Landlord to retain the security deposit in satisfaction of the claim.

The Tenant’s Application for Dispute Resolution was made on December 23, 2019 (the “Tenant’s Application”). The Tenant applied for the following relief, pursuant to the *Act*:

- an order cancelling a One Month Notice to End Tenancy for Cause, dated December 21, 2019 (the “One Month Notice”);
- an order that the Landlord complies with the *Act*, regulation, and/or the tenancy agreement; and
- an order granting recovery of the filing fee.

The Tenant attended the hearing and provided affirmed testimony. Although the telephone conference system was monitored for 10 minutes, the Landlord did not attend the hearing. Therefore, I find the Landlord’s Application is dismissed without leave to reapply. Only the Tenant’s Application has been addressed in this Decision.

The Tenant testified the Tenant's Application package was served on the Landlord by registered mail on December 23, 2019. Referring to Canada Post documents, the Tenant testified these documents were received and signed for on December 29, 2019. I find the Landlord received the Tenant's Application package on that date.

The Tenant was provided with the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues

1. Is the Tenant entitled to an order cancelling the One Month Notice?
2. Is the Tenant entitled to an order that the Landlord comply with the *Act*, regulation, and/or the tenancy agreement?
3. Is the Tenant entitled to recover the filing fee?

Background and Evidence

A copy of the tenancy agreement between the parties was submitted into evidence by the Tenant. The Tenant and the Landlord are the only parties named in the tenancy agreement. The Tenant confirmed the tenancy began on July 1, 2019. Rent in the amount of \$800.00 per month is due on the first day of each month. The Tenant paid a security deposit in the amount of \$400.00, which the Landlord holds.

The Tenant seeks an order cancelling the One Month Notice, a copy of which was submitted into evidence by the Tenant. The Tenant denied he significantly interfered with or unreasonably disturbed another occupant or the Landlord. As noted above, the Landlord did not attend the hearing to provide evidence in support of the One Month Notice.

Analysis

Based on all of the above, the evidence and testimony, and on a balance of probabilities, I find:

A copy of the tenancy agreement between the parties was submitted into evidence by the Tenant. The Tenant and the Landlord are the only parties named in the tenancy agreement. Accordingly, I have amended the Applications to refer only to the parties named in the tenancy agreement, pursuant to section 64(3) of the *Act*.

As the Landlord did not attend the hearing to provide evidence in support of the One Month Notice, I find it is cancelled and is of no force or effect. The tenancy will continue until otherwise ended in accordance with the *Act*.

Having been successful, I order that the Tenant is entitled to recover the \$100.00 filing fee paid to make the Tenant's Application, and that this amount may be deducted from a future rent payment at the Tenant's discretion.

The Landlord's Application is dismissed without leave to reapply.

Conclusion

I order that the One Month Notice is cancelled and is of no force or effect. The tenancy will continue until otherwise ended in accordance with the *Act*.

I order that the Tenant is entitled to recover the \$100.00 filing fee paid to make the Tenant's Application, and that this amount may be deducted from a future rent payment at the Tenant's discretion.

The Landlord's Application is dismissed without leave to reapply.

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: February 27, 2020

Residential Tenancy Branch