



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding FAMARCK DEVELOPMENT CORP.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ERP, CNC, RP, RR, OLC, MNDC

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to make repairs to the rental unit pursuant to section 32;
- an order to the landlord to make emergency repairs to the rental unit pursuant to section 33;
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed the tenant served the landlord with the notice of hearing package. The tenant stated that the landlord was served with the submitted documentary evidence in person. The landlord disputes this claim stating that no evidence was served. The tenant was unable to provide any supporting evidence of service or provide any details of the date of service. The landlord stated that the tenant was served with the submitted documentary evidence in person on March 19, 2020. The tenant disputed this claim stating that no evidence was served. The landlord was unable to provide any supporting evidence of service of the documentary evidence.

I accept the undisputed affirmed testimony of both parties and find that the landlord was sufficiently served with the notice of hearing package. I find that as the tenant's

documentary evidence is disputed as to being served by the landlord and the tenant is unable to provide sufficient details of service or proof of service, that the tenant's documentary evidence was not served and is excluded from consideration. I also find that as the landlord's documentary evidence is disputed as to being served by the tenant and the tenant is unable to provide sufficient details of service or proof of service, that the landlord's documentary evidence was not served and is excluded from consideration. The hearing shall proceed based upon the direct affirmed testimony of both parties only.

### Preliminary Issue(s)

At the outset, the two applications filed by the tenant were clarified. The first application was filed for Emergency Repair (ERP), the second application filed was for an order for the landlord to make repairs(RP), an order authorizing the reduction of rent(RR), an order for the landlord to comply(OLC), a monetary claim for compensation(MNDC) and an order to cancel a 1 month notice(CNC). The tenant stated all of these requests were unrelated to the 1 month notice in dispute. As such, both parties consented to the tenant's issues being dismissed with leave to reapply as they are unrelated to the tenant's primary issue to cancel the notice to end tenancy. Leave to reapply is not an extension of any applicable limitation period.

Extensive discussions then took place about the contents of the 1 month notice as both parties failed to provide a copy of the 1 month notice. Both parties argued extensively over the contents of the 1 month notice to end tenancy dated December 31, 2019. Repeated attempts to clarify the details of the 1 month notice were not successful as both parties stated that they did not have a copy of the 1 month notice before them for reference.

Section 47 says a landlord may end a tenancy by giving notice to end the tenancy for a number of reasons. In the case before me neither party has supplied a copy of the One Month Notice to End Tenancy for Cause. Both parties argued over the contents of the 1 month notice. I spent a large portion of the hearing explaining the crucial and vital nature of this document to both parties. The Notice is not a trivial piece of information. It is the foundation that a landlord relies on to assist in their application to end a tenancy when there is cause. Neither party could agree as to the contents of the Notice issued nor the basis for its issuance. The tenant is entitled to have full answer and defence of any allegation made against them as is required under the Natural Laws of Justice.

After 48 minutes into the scheduled hearing, the tenant's application was dismissed with leave to reapply. Leave to reapply is not an extension of any applicable limitation period.

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 08, 2020

---

Residential Tenancy Branch