



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *CNC, OLC, RR, LRE*

Introduction

This hearing dealt with applications by 2 tenants residing at the same address, renting separate rooms from the same landlord. The tenants made their applications pursuant to sections 47, 62, 65 and 70 of the *Residential Tenancy Act*. The tenants applied for an order to cancel the notice to end tenancy for cause, for an order directing the landlord to comply with the *Act*, reduce rent and suspend or set conditions on the landlord's right to enter the rental unit.

The tenants testified that they served the notice of hearing on the landlord on August 14, 2020 by registered mail. The tenants provided tracking numbers and stated that they had tracked the package and found that the landlord had received it on August 19, 2020.

Despite having been served a notice of hearing by the tenants, the landlord did not attend the hearing. The tenants attended the hearing and were given full opportunity to present evidence and make submissions. The tenants' advocate also attended the hearing.

RTB Rules of Procedure 2.3 states that if in the course of a dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may dismiss unrelated disputes contained in a single application with or without leave to reapply. In this regard I find the tenants have applied for an order for the landlord to comply with the *Act*, reduce rent and to suspend the landlord's right to enter the rental unit. As these sections of the tenant's application are unrelated to the main section, which is to cancel the one-month notice, I dismiss these sections of the tenants claim with leave to reapply.

Accordingly, this hearing only dealt with the tenants' applications to set aside the notice to end tenancy.

Issues to be decided

Does the landlord have reason to end the tenancy or should the notice to end tenancy be set aside and the tenancy be allowed to continue?

Background and Evidence

The tenancy started on June 01, 2019.

On July 30, 2020, the landlord served the tenants with a notice to end tenancy for cause. The tenants disputed the notice in a timely manner. The reasons for the notice were check marked and then struck off. A handwritten note states:

The house will be sold because the house is damaged a lot by other tenant that is why I must sell the house. (reproduced as written)

Analysis

In order to support the notice to end tenancy, the landlord must prove the grounds alleged as the reason for the notice to end tenancy. The landlord did not attend the hearing.

Without additional testimony and evidence to support the reason for the notice to end tenancy, the landlord has not met the burden of proof and therefore I allow the tenant's application and set aside the landlord's notice to end tenancy.

Conclusion

The notice to end tenancy is set aside and the tenancy shall continue.

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: September 15, 2020

Residential Tenancy Branch