



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, LRE, OLC, DRI, FFT, MNDCT, RR, RP

Introduction

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

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) pursuant to section 49;
- 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 33;
- on the landlord's right to enter the rental unit pursuant to section 70;
- an order regarding a disputed additional rent increase pursuant to section 43; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

This matter was scheduled for a conference call at 11:00 a.m. on this date. The tenant participated in the teleconference, the landlord did not. The tenant testified that the landlord refused to provide his personal address for service of the hearing documents and advised the tenant by email to send the documents to the rental address. The tenant provided a copy of the email to support this. The tenant served the landlord by registered mail on October 19, 2020. The item was unclaimed by the landlord. I am satisfied that the tenant served the landlord in accordance with section 89 of the *Act*, the hearing proceeded and completed on that basis.

Preliminary Issue- Severance

Residential Tenancy Branch (RTB) Rule of Procedure 2.3 states that claims made in an Application for Dispute Resolution must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

It is my determination that the priority claim regarding the Two Month Notice and the continuation of this tenancy are not sufficiently related to any of the tenant's other claims to warrant that they be heard together. The parties were given a priority hearing date in order to address the question of the validity of the Notice to End Tenancy.

The tenant's other claims are unrelated in that the basis for them rests largely on facts not germane to the question of whether there are facts which establish the grounds for ending this tenancy as set out in the Notice to End Tenancy. I exercise my discretion to dismiss all of the tenant's claims with leave to reapply except cancellation of the notice to end tenancy and recovery of the filing fee for this application.

Background and Evidence

The tenants advocate made the following submissions. The tenancy began on November 1, 2019 with the monthly rent of \$980.00 due on the first of each month. The advocate submits that the landlord issued a Two Month Notice to End Tenancy for Landlord's Use of Property on October 1, 2020. The advocate submits that the tenant rents a bedroom in a house. The advocate submits that the landlord acted in bad faith when issuing this notice as there were other bedrooms available but chose to attempt to evict the subject tenants. The advocate submits that the landlord has a long history of noncompliance with the Act and that this is another example. The advocate submits that the notice should be cancelled and that the tenancy should continue.

Analysis

When a landlord issues a notice to end tenancy, they bear the burden of providing sufficient evidence to support the issuance of that notice. As the landlord chose not to participate in this hearing or submit any documentary evidence, I must cancel the Two Month Notice to End Tenancy for Landlord's Use of Property dated October 1, 2020. The notice is of no effect or force. The tenancy continues.

The tenant is also entitled to the recovery of the \$100.00 filing fee. The tenant is entitled to a one time rent reduction of \$100.00 from the February 2021 rent.

Conclusion

The Two Month Notice to End Tenancy for Landlord's Use of Property dated October 1, 2020 is cancelled, the notice is of no effect or force. The tenancy continues.

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: January 04, 2021

Residential Tenancy Branch