



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OLC, RR

Introduction

On January 5, 2021, the Tenant filed an Application for Dispute Resolution under the *Residential Tenancy Act* ("the *Act*") to cancel a 10-Day Notice to End Tenancy for Unpaid Rent or Utilities (the Notice), to request an order for the Landlord to comply with the *Act*, to request an order for the Landlord to reduce rent for repairs, services or facilities agreed upon but not provided. The matter was set for a conference call.

The Landlord and the Tenant attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and Tenant were provided with the opportunity to present their evidence orally and in written and documentary form and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me.

In a case where a tenant has applied to cancel a Notice, Rule 7.18 of the Residential Tenancy Branch Rules of Procedure require the landlord to provide their evidence submission first, as the landlord has the burden of proving cause sufficient to terminate the tenancy for the reasons given on the Notice.

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

Preliminary Matters

I have reviewed the Tenant's application, and I note that he has applied to cancel a Notice to end tenancy as well as for several other issues. I find that some of these other issues are not related to the Tenant's request to cancel the Notice. As these matters do

not relate directly to a possible end of the tenancy, I apply section 2.3 of the Residential Tenancy Branches Rules of Procedure, which states:

2.3 Related issues

Claims made in the application must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

I explained to the parties, at the outset of the hearing, that I am dismissing with leave to reapply, the Tenant's claims for an order for the Landlord to comply with the *Act*, and for an order for the Landlord to reduce rent for repairs, services or facilities agreed upon but not provided.

I will proceed with this hearing on the Tenant's claim to cancel the Notice.

Issues to be Decided

- Should the Notice issued on January 2, 2021, be cancelled?
- If not, is the Landlord entitled to an order of possession?

Background and Evidence

During this hearing, the Landlord withdrew the Notice to End Tenancy, stating that they had just issued the Notice to ensure that the Tenant honoured their agreement for the late payment of the January 2021 rent.

The Tenant confirmed that they were agreeable to the Landlord withdrawing their Notice to end the tenancy.

Section 29 (*Landlord's right to enter rental unit restricted*), 88 (*How to give or serve documents generally*), and 90 (*When documents are considered to have been received*) of the *Act* were reviewed with both parties during these proceedings. Both the Tenant and the Landlord confirmed their understanding of their individual right and responsibilities under the *Act*, in regard to these sections.

Analysis

I find that the 10-Day Notice to end tenancy for unpaid rent, issued on January 2, 2021, has been withdrawn.

Conclusion

The Notice to end tenancy has been withdrawn.

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 26, 2021

Residential Tenancy Branch