



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC RR RP PSF MNDC FF

Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution. A hearing by telephone conference was held on March 30, 2021. The Tenants applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "*Act*").

One of the Tenants attended the teleconference hearing along with their legal counsel; however, the Landlord did not. The Tenant testified that he personally served the Landlord with his application package and evidence on January 7, 2021. I accept the undisputed testimony on this matter, and I find the Landlord has been sufficiently served with the application package and the Notice of Hearing on January 7, 2021, the day it was given to him in person at the front door of his house.

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 and Procedural Matters

The Tenants applied for multiple remedies under the *Act*, a number of which were not sufficiently related to one another.

Section 2.3 of the Rules of Procedure states that claims made in an Application must be related to each other and that arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

After looking at the list of issues before me at the start of the hearing, I determined that the most pressing and related issues deal with whether or not the tenancy is ending. As a result, I exercised my discretion to dismiss unrelated matters, with leave to reapply, on the Tenants' application with the exception of the following claim:

- to cancel the 1 Month Notice to End Tenancy for Cause (the Notice).

Issue to be Decided

- Should the Notice be cancelled?

Background, Evidence, and Analysis

The Tenants stated that the Landlord issued this Notice in retaliation to the Tenant's requests to have some repairs made. The Tenant stated that he received the Notice on or around December 25, 2020, with an effective date of January 25, 2021. The Landlord selected numerous grounds on page 2 of the Notice, as a basis to end the tenancy for Cause.

In the matter before me, the Landlord has the onus of proof to prove that the Notice is valid. I find that the Landlord was properly served with the Notice of Hearing and failed to attend the hearing to prove the allegation within the Notice.

Therefore, as the Landlord did not attend the hearing on March 30, 2021, I cancel the Notice, dated December 25, 2020. The hearing lasted 30 minutes, and the Landlord did not call in during this period of time.

I Order the tenancy to continue until ended in accordance with the Act.

Section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. As the Tenants were successful in their application, I order the Landlord to repay the \$100.00 fee that the Tenants paid to make application for dispute resolution. The Tenants may deduct the amount of \$100.00 from one future rent payment.

Conclusion

The Tenants' application is successful. The Notice issued by the Landlord dated December 25, 2020, is cancelled.

The tenancy will continue until ended in accordance with the Act.

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: March 31, 2021

Residential Tenancy Branch