



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR, PSF, RP, OPR, MNRL-S, MNDCL-S, FFL

Introduction

The landlord had sought an order of possession for unpaid rent and a monetary order for unpaid rent, pursuant to sections 55 and 67 of the *Residential Tenancy Act* (“Act”). In addition, the landlord sought compensation to recoup the filing fee, pursuant to section 72 of the Act. By way of cross-application, the tenant seeks an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent (the “Notice”). In addition, the tenant seeks an order for regular repairs and an order for the provision of services, pursuant to sections 23 and 62 of the Act.

The dispute resolution hearing commenced at 11:00 AM on May 13, 2021. In attendance was the tenant. The landlord did not dial-in to the hearing, which was ended at 11:10 AM.

Preliminary Issue 1: Dismissal of Tenant’s Claims Unrelated to the Notice

Rule 2.3 of the *Rules of Procedure*, under the Act, states that claims made in an application must be related to each other. It further states that an arbitrator may use their discretion to dismiss unrelated claims with or without leave to reapply.

Having reviewed the tenant’s application, I find that the claims other than the application to dispute the Notice are unrelated to this central claim. The most important matter that must be dealt with is determining whether this tenancy will continue.

Therefore, the tenant’s claims for an order for regular repairs, and for an order for the provision of services (namely, laundry and Wi-Fi), are dismissed with leave to reapply. If the issues require resolution, however, the tenant remains at liberty to reapply.

Preliminary Issue 2: Non-Attendance of Landlord and Dismissal of Application

It is important to note that the standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

When a tenant applies to dispute a 10 Day Notice to End Tenancy for Unpaid Rent, the onus is on the landlord to prove, on a balance of probabilities, the reasons why they issued the notice. In addition, the burden is on the landlord to provide evidence to support those reasons.

As the landlord failed to attend the hearing, he has not met the burden of proving the reason why he issued the Notice. Further, he failed to prove his claim that he is entitled to a monetary order for either unpaid rent or for the cost of the filing fee.

Accordingly, I dismiss the landlord's application, without leave to reapply.

In addition, I cancel the Notice effective immediately. The Notice is of no legal force or effect and the tenancy shall continue until ended in accordance with the Act.

This decision is made on authority delegated to me under section 9.1(1) of the Act.

Dated: May 13, 2021

Residential Tenancy Branch