



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, CNC, MNRT, MNDCT, LRE, DRI, RR, LAT, OLC

Introduction

The Tenants apply for the following relief under the *Residential Tenancy Act* (the “Act”):

- To cancel a 10-Day Notice to End Tenancy pursuant to s. 46;
- To cancel a One-Month Notice to End Tenancy pursuant to s. 47;
- Compensation from the Landlord for the cost of emergency repairs pursuant to s. 65;
- Monetary compensation pursuant to s. 67;
- Restricting the Landlord’s right of entry pursuant to s. 70;
- Disputing a rent increase not permitted by s. 43;
- Rent reduction for repairs, services or facilities agreed upon but not provided pursuant to s. 65;
- Authorization to change the locks to the rental unit pursuant to s. 70; and
- An order under s. 62 that the Landlord comply with the *Act*, Regulations and/or the tenancy agreement.

A.M. and C.S. appeared as Tenants. The Landlord failed to appear at the hearing and did not have someone attend on his behalf.

The parties affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. The parties confirmed that they were not recording the hearing.

The Tenants advised the Notice of Dispute Resolution and evidence was personally served on the Landlord between October 20 and 23, 2021. A.M. advised having personally attended the Landlord’s residence with the assistance of an RCMP officer to deliver the application materials. I find that the Tenant’s application materials were

served in accordance with s. 89 of the *Act* and accept that it was personally served on the Landlord on October 23, 2021.

Preliminary Issue – Settlement prior to the hearing

At the outset of the hearing, the Tenants advised that they were able to settle their dispute with the Landlord a week prior to the hearing. As described, the Tenants are to deduct \$500.00 in rent for the following 19 months in satisfaction of money owed. I have not reviewed the agreement and the Landlord was not present to confirm these details. I make no findings with respect to this agreement and only repeat the details as described to me by the Tenants.

Given this prior agreement, the Tenants confirmed that they would not be proceeding with the relief in their application except to dispute the Notices to End Tenancy. On this basis, I dismiss all other aspects of the Tenants application without leave to reapply as the parties have settled the other aspects of their dispute.

Landlord's Non-Attendance – Cancelling Notices to End Tenancy

Pursuant to Rule 6.6 of the Rules of Procedure, when a tenant applies to cancel a notice to end tenancy, the onus of proving a notice should be upheld rests upon the landlord.

The hearing began as scheduled at 11:00 AM on November 23, 2021 in accordance with Rule 7.1 of the Rules of Procedure. I confirmed that the correct dial-in numbers and codes were provided within the Notice of Dispute Resolution. Rule 7.3 of the Rules of Procedure states:

7.3 Consequences of not attending the hearing

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

The hearing was conducted in the absence of the Landlord. After discussing matters with the Tenants for 18 minutes, the hearing was concluded without submissions from the Landlord.

C.S. advised that they received a 10-Day Notice to End Tenancy on October 6, 2021 (the “10-Day Notice”) and had not received a formal One-Month Notice to End Tenancy, instead receiving a series of emails from the Landlord. No One-Month Notice to End Tenancy was put into evidence by the Tenant.

It is the Landlord’s obligation to prove that the notices to end tenancy should be upheld. By failing to attend, the Landlord has failed to discharge his evidentiary burden. Given this, I grant the Tenants relief to cancel the 10-Day Notice. If there were any One-Month Notices issued, the Landlord has failed to demonstrate they were issued and that they should be upheld. Accordingly, I grant the Tenants relief that any One-Month Notices to End Tenancy at issue in their application are cancelled.

Conclusion

As the Landlord failed to attend the hearing to prove the notices to end tenancy should be upheld, I hereby cancel the 10-Day Notice pursuant to s. 46 of the *Act*. I further cancel any One-Month Notices to End Tenancy at issue in this application pursuant to s. 47 of the *Act*.

The remainder of the relief sought in the Tenants application is dismissed without leave to reapply on the basis that the Tenants are not seeking to proceed with their application.

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: November 26, 2021

Residential Tenancy Branch