



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OLC, CNC, CNR, CNL

### Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution. A hearing by telephone conference was held on February 15, 2022. The Tenants applied for multiple remedies pursuant to the *Residential Tenancy Act* (the "Act").

The Tenants attended the teleconference hearing; however, the Landlord did not. The Tenants provided affirmed testimony at the hearing. 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.

The Tenants testified that they sent the Landlord their application package on October 15, 2021, by registered mail. Following this, the Tenants also sent the Landlord two different amendments, on November 8, 2021, and November 10, 2021, respectively. The Tenant filed the two amendments to dispute the other Notices to End Tenancy that were received following the initial application. Proof of mailing was provided into evidence. Pursuant to section 89 and 90 of the Act, I find the Landlord is deemed to have received these packages 5 days after they were mailed to her residence, as noted on the Notices to end tenancy.

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

### Preliminary and Procedural Matters

The Tenant 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, with leave, the Tenants' request for an order that the Landlord comply with the *Act*.

### Issue(s) to be Decided

- Should the 1-Month Notice be cancelled?
- Should the 2-Month Notices be cancelled?
- Should the 10 Day Notice be cancelled?

### Background, Evidence, and Analysis

The Tenants stated that they received a 1 Month Notice to End Tenancy for Cause on October 5, 2021. The Tenants stated that they subsequently received a 2 Month Notice to End Tenancy for Landlord's Use on October 29, 2021. Following this, the Tenants stated that they also received a 10 Day Notice to End Tenancy for Unpaid Rent as well as a second 2 Month Notice to End Tenancy for Landlord's Use on November 8, 2021.

In the matter before me, the Landlord has the onus of proof to prove that the Notices are valid. I find that the Landlord was sufficiently 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 by 11:10 AM on February 15, 2022, I cancel all 4 Notices listed above.

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 the 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 Tenant's application is successful. The Notices issued by the Landlord thus far are 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: February 15, 2022

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Residential Tenancy Branch