



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes TT: FFT, MNDCT, RR, MNRT, RP, CNC, OLC
 LL: FFL, OPR, OPC, MNRL

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the Residential Tenancy Act (the “Act”).

The Tenants’ Application for Dispute Resolution was made on January 20, 2022 (the “Tenants’ Application”). The Tenants applied for the following relief, pursuant to the Act:

- an order cancelling a One Month Notice for Cause dated January 28, 2022 (the “One Month Notice”);
- a monetary order for damage or compensation;
- an order granting a rent reduction;
- an order for regular repairs;
- an order that the Landlord comply with the Act;
- a monetary order for cost of emergency repairs; and
- an order granting the recovery of the filing fee.

The Landlord’s Application for Dispute Resolution was made on February 7, 2022 (the “Landlord’s Application”). The Landlord applied for the following relief, pursuant to the Act:

- a monetary order for unpaid rent;
- an order of possession for unpaid rent;
- an order of possession for cause; and
- an order granting recovery of the filing fee.

The hearing was scheduled for 11:00 A.M. on March 17, 2022 as a teleconference hearing. The Tenants attended the hearing at the appointed date and time. No one appeared for the Landlord. The conference call line remained open and was monitored

for 22 minutes before the call ended. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the Tenants and I were the only persons who had called into this teleconference.

Preliminary Matters

Rule 7.1 of the Rules of Procedure states that the dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator. As the Tenants and I attended the hearing on time and ready to proceed and there was no evidence before me that the parties had agreed to reschedule or adjourn the matter, I commenced the hearing as scheduled at 11:00 A.M. on March 17, 2022.

Rule 7.3 of the Rules of Procedure states that if a party 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 reapply. As neither of the Landlord nor a representative acting on their behalf attended the hearing to present any evidence or testimony for my consideration regarding the Landlord's Application, I therefore dismiss the Landlord's Application in its entirety without leave to reapply.

The hearing continued based on the Tenants' Application. The Residential Tenancy Branch Rules of Procedure permit an Arbitrator the discretion to dismiss unrelated claims with or without leave to reapply. For example, if a party has applied to cancel a notice to end tenancy, or is applying for an order of possession, an Arbitrator may decline to hear other claims that have been included in the application and the Arbitrator may dismiss such matters with or without leave to reapply.

I find that the most important issue to determine is whether or not the tenancy is ending based on the One Month Notice. The Tenants' request for a monetary order for damage or compensation, an order granting a rent reduction, an order for regular repairs, an order that the Landlord comply with the Act and a monetary order for cost of emergency repairs are dismissed with leave to reapply.

The Tenants stated that they served the Landlord with the Tenants' Application and documentary evidence by Canada Post Registered Mail on February 4, 2022. The Tenants provided the Registered Mail tracking number during the hearing in support. The tracking information has been included on the first page of this decision. Pursuant to Section 89 and 90 of the Act, I find the above-mentioned documents are deemed to have been received by the Landlord five days later, on February 9, 2022.

The Tenants were given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. 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.

According to Section 47 (1) of the Act, a Landlord may end a tenancy by giving notice to end the tenancy for cause. In the matter before me, the Landlord has the burden of proof to prove that there is sufficient reason to end the tenancy. As no one attended the hearing for the Landlord to testify in support of the One Month Notice, I find that the Tenants' Application to cancel the One Month Notice is successful. I find that the One Month Notice dated January 28, 2022 is cancelled. I order that the tenancy continue until it is ended in accordance with the *Act*.

As the Tenants were successful with their Application, I find that they are entitled to retaining **\$100.00** from one (1) future rent payment.

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 17, 2022

Residential Tenancy Branch