



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

**Dispute Codes** CNR-MT, MNDCT, MNRT, RR, RP, LRE, OLC, CNE-MT / CNC-MT, CNR-MT, RP

## Introduction

This hearing dealt with two applications of the tenant pursuant to the *Residential Tenancy Act* (the “**Act**”) for:

- an order that the landlord make repairs to the rental unit pursuant to section 32;
- a monetary order for the cost of emergency repairs to the rental unit in the amount of \$3,000 pursuant to section 33;
- the cancellation of the 10 Day Notice to End Tenancy for Unpaid Rent (the “**10 Day Notice**”) pursuant to section 46;
- the cancellation of the One Month Notice to End Tenancy for Cause (the “**Cause Notice**”) pursuant to section 47;
- the cancellation of the One Month Notice to End Tenancy for End of Employment (the “**End of Employment Notice**”) pursuant to section 47;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order to allow the tenant to reduce rent by \$600 for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- more time to make an application to cancel the aforementioned notices pursuant to section 66;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement in the amount of \$6,000 pursuant to section 67;
- authorization to change the locks to the rental unit pursuant to section 70; and
- an order to suspend or set conditions on the landlord’s right to enter the rental unit pursuant to section 70.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 9:40 am in order to enable the tenant to call into the hearing scheduled to start at 9:30 am. The landlord attended the hearing. He was assisted by ST. I used the teleconference system to confirm that the landlord, ST, and I were the only ones who had called into the hearing.

The landlord testified that the tenant was removed from the rental unit by a bailiff on February 17, 2022, pursuant to an order of possession issued by the Residential Tenancy Branch.

Accordingly, the following issues are now moot as they require a tenancy to be ongoing:

- an order that the landlord make repairs to the rental unit pursuant to section 32;
- the cancellation of the 10 Day Notice pursuant to section 46;
- the cancellation of the Cause Notice pursuant to section 47;
- the cancellation of the End of Employment Notice pursuant to section 47;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order to allow the tenant to reduce rent by \$600 for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- more time to make an application to cancel the aforementioned notices pursuant to section 66;
- authorization to change the locks to the rental unit pursuant to section 70; and
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70.

I dismiss these portions of the tenant's applications without leave to reapply. The issues relating to the tenant's monetary claims totalling \$9,000 do not require the tenancy to be ongoing.

However, Rule of Procedure 6.6 states:

#### **6.6 The standard of proof and onus of proof**

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. In most circumstances this is the person making the application.

As such, the tenant bears the burden of proof to show that it is more likely than not that she is entitled to the monetary orders that she has sought. As the tenant did not attend the hearing, I find that she has failed to discharge this evidentiary burden. Accordingly, I dismiss the portions of her applications seeking monetary compensation without leave to reapply.

#### **Conclusion**

I dismiss both of the tenant's applications, in their entirety, without leave to reapply.

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: April 22, 2022