



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL-MT, CNL-4M, RR, RP, OLC

### Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear an application regarding a tenancy. In this application for dispute resolution, the Tenants applied on January 28, 2022 for:

- an order to cancel a Two Month Notice to End Tenancy for Landlord's Use of Property, noting they needed more time to dispute the Notice;
- an order to cancel a Four Month Notice to End Tenancy for Demolition, Renovation, or Conversion to Another Use;
- an order to reduce rent for repairs, services, or facilities agreed upon but not provided;
- an order for repairs made to the unit or property, having contacted the Landlord in writing; and
- an order for the Landlord to comply with the Act, regulation an/or the tenancy agreement.

The hearing was attended by the Tenants and Landlord YS. Those present were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The Tenants testified they served the Landlord the Notice of Dispute Resolution Proceeding (NDRP) "right after they got it" along with their evidence by "cc'ing the Landlord on an email" to the Residential Tenancy Branch, the parties having agreed to exchange documents by email. The Landlord testified he only received the NDRP and an email stating that the Tenant had submitted an application for dispute resolution.

Based on the testimony of the parties, I find the Tenants served the NDRP on the Landlord in accordance with section 89 of the Act.

The Tenants submitted no documentation to support their claim that they served evidence on the Landlord. Therefore, based on the lack of supporting documentation and the Landlord's affirmed testimony he did not receive evidence from the Tenants, I find the Tenants did not serve their evidence on the Landlord in accordance with section 89, so I will not be considering any of the Tenants' evidence in my decision.

The Landlord testified that he served his evidence on the Tenants by email on March 23, 2022; the Tenants testified they did not receive it.

The Landlord submitted no documentation to support his claim that he served his evidence on the Tenants. Based on the lack of supporting documentation and the Tenants' affirmed testimony they did not receive evidence from the Landlord, I find the Landlord did not serve his evidence on the Tenants in accordance with section 88, so I will not be considering any of the Landlord's evidence in my decision.

### Preliminary Matters

At the beginning the hearing, the Tenants testified they vacated the property on February 1, 2022. The Landlord testified the Tenants moved out on March 23, 2022. Therefore, in accordance with section 62(4)(b), I dismiss, without leave to reapply, the Tenants' application for the following orders, as they are moot:

- an order to cancel a Two Month Notice to End Tenancy for Landlord's Use of Property, noting they needed more time to dispute the Notice;
- an order to cancel a Four Month Notice to End Tenancy for Demolition, Renovation, or Conversion to Another Use;
- an order for repairs made to the unit or property, having contacted the Landlord in writing; and
- an order for the Landlord to comply with the Act, regulation an/or the tenancy agreement, which referenced a faulty washing machine in the rental unit.

I note that only a very blurred copy of a portion of a first page of a Notice to End Tenancy was submitted as evidence. From the blurred, incomplete image it is not possible to identify which Notice it is part of, or the date it was signed.

The only remaining claim is for an order to reduce rent for repairs, services, or facilities agreed upon but not provided.

The Tenants' application indicated they were seeking \$5,260.00, and the claim description stated: "4 months due to construction. Video cant be uploaded so i will put all evidence when preparing for hearing." (Reproduced as in original)

I asked the Tenants why they were seeking a rent reduction; they testified they were seeking to recover rent for February, March, April, and May 2022, as the Landlord had served them with a Four Month Notice. The Tenants provided no testimony on how service of the Four Month Notice impacted their use of the rental unit, and did not submit a copy of a Four Month Notice as evidence.

As the Tenants' application for a rent reduction is related to the service of a Four Month Notice not in evidence, and the Tenants have not met their onus of proof on a balance of probabilities, I dismiss their remaining claim for a rent reduction without leave to reapply.

### Conclusion

The Tenants' application is dismissed in its entirety.

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: May 17, 2022

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Residential Tenancy Branch