



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding FIRESIDE PROPERTY GROUP LTD and 364296 BC  
LTD and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, OLC, MNDCT, RP, RR, ERP, MNRT, OFT, OT

### Introduction

This hearing was scheduled to convene at 1:30 p.m. on June 21, 2022 concerning an amended application made by the tenant seeking the following relief:

- an order cancelling a notice to end the tenancy for unpaid rent or utilities;
- an order that the landlords comply with the *Residential Tenancy Act*, regulation or tenancy agreement;
- a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement;
- an order that the landlord make repairs to the rental unit or property;
- an order that the landlord make emergency repairs for health or safety reasons;
- an order reducing rent for repairs, services or facilities agreed upon but not provided;
- a monetary order for the cost of emergency repairs; and
- an order ending the tenancy due to frustration.

The tenant has also filed 4 amendments to the original application.

On the first day of the hearing the tenant and an agent for one of the named landlords attended the hearing, and the tenant was accompanied by a person for support.

The landlord's agent submitted that no evidence had been received from the tenant, but perhaps another agent had received it.

The parties agreed to settle portions of this dispute as follows:

1. if the tenant pays the outstanding rent on June 21, 2022 the landlord will cancel the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities;
2. if rent is paid in full on June 21, 2022 the landlord will call in a contractor to repair the baseboards by Friday, June 24, 2022;
3. if the tenant allows a contractor to attend on Thursday, June 23, 2022 to inspect an odor complained of by the tenant, the landlord will arrange the contractor's attendance.

On the second day of the hearing the tenant and the agent for the landlord attended as well as a second agent of the landlord.

The parties agree that the rent has been paid in full, and the landlord's agent agreed to cancel the notice to end the tenancy, and I so order.

The landlord's agent also advised that a contractor will repair the baseboards by Friday, June 24, 2022 and a contractor will attend the rental unit on Thursday, June 23, 2022 to inspect the odor, and I so order.

Both agents of the landlord indicated that the tenant's evidence had not been received, other than a 3-page typed document. The tenant has provided a very large amount of evidence in support of the application, and the tenant submitted that all of the evidence had been sent to the landlord by registered mail. The tenant has provided registered mail receipts, but no indication of who they were sent to or the address they were sent to. The tenant bears the onus of proving that the landlords were served properly. Since the landlords dispute that any evidence had been received, and the tenant was unable to provide proof of such service, I decline to consider any of the tenant's evidence.

Since the tenant's evidence cannot be considered, I dismissed the balance of the tenant's application with leave to reapply.

### Conclusion

For the reasons set out above, and by consent, the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated June 5, 2022 is hereby cancelled and the tenancy continues.

I hereby order the landlord, by consent, to have a contractor repair the baseboards by Friday, June 24, 2022.

I further order the landlord, by consent, to have a contractor inspect the odor on Thursday, June 23, 2022.

The balance of the tenant's application is hereby dismissed with 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: June 22, 2022

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Residential Tenancy Branch