



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

Tenants: CNR, OLC  
Landlord: OPR-DR

### Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear two crossed applications regarding a tenancy.

The tenants applied on April 14, 2022 for:

- an order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent, dated April 11, 2022; and
- an order for the landlord to comply with the Act, regulation, and/or the tenancy agreement.

The landlord applied on April 21, 2022 for an order of possession, having served the 10 Day Notice.

One of the tenants attended the hearing; the landlord did not. The tenant was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; she was made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The tenant testified she served their Notice of Dispute Resolution Proceeding (NDRP) and evidence on the landlord by registered mail, on April 30, 2022, to the address for the landlord on the 10 Day Notice, and provided a tracking number as noted on the cover page of this decision.

I find the tenant served the landlord in accordance with section 89 of the Act, and find that in accordance with section 90 of the Act, the tenants' NDRP and evidence is deemed received by the landlord on May 5, 2022.

### Preliminary Matters

An order of possession was granted in a previous decision noted on the cover page of this decision.

The tenant testified that the tenants vacated the rental unit on August 5, 2022.

As the tenancy has ended, the tenants' and landlord's applications are dismissed. I note that, having dismissed the tenants' application to dispute the 10 Day Notice, section 55 of the Act requires me to consider whether the landlord is entitled to an order requiring the payment of unpaid rent.

Residential Tenancy Branch 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. However, in some situations the arbitrator may determine the onus of proof is on the other party. For example, the landlord must prove the reason they wish to end the tenancy when the tenant applies to cancel a Notice to End Tenancy.

As the landlord did not attend the hearing to prove the grounds on which the Notice was issued, I decline to consider whether unpaid rent is owing.

### Conclusion

The tenants' application is dismissed; the landlord's application is dismissed.

The tenancy has ended.

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: August 16, 2022

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Residential Tenancy Branch