

DECISION

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for:

- an Order of Possession based on a One Month Notice to End Tenancy for Cause (One Month Notice) under sections 47 and 55 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

and the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for:

- cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act
- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- an order to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided, under sections 27 and 65 of the Act
- an order for the Landlord to make repairs to the rental unit under sections 32 and 62 of the Act
- an order for the Landlord to provide services or facilities required by law under section 27 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find that the Landlord(s) acknowledged service of the Proceeding Package and are duly served in accordance with the Act.

I find that the Tenant(s) were duly served with the Proceeding Package in accordance with the Act. The Landlord affirms serving the Tenant in person on July 2, 2024.

Service of Evidence

Based on the submissions before me, I find that the Tenant's evidence was served to the Landlord in accordance with section 88 of the Act.

Based on the submissions before me, I find that the Landlord's evidence was served to the Tenant in accordance with section 88 of the Act.

Issues to be Decided

Should the landlord's One Month Notice be cancelled? If not is the landlord entitled to an Order of Possession?

Is the Landlord entitled to recover the filing fee for this application from the Tennant?

Is the Tenant entitled to a Monetary Order for compensation for damage or loss under the Act?

Is the Tenant entitled to an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, under sections 27 and 65 of the Act

Is the Tenant entitled to an order for the landlord to make repairs to the rental unit?

Is the Tenant entitled to an order for the Landlord to provide services or facilities required by law under section 27 of the Act

Is the Tennant entitled to recover the filing fee for this application from the Landlord?

Facts and Analysis

I have reviewed all evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision.

Should the landlord's One Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Policy Guideline 39 clarifies that when making an application for dispute resolution through the landlord's direct request process, the landlord must provide a copy of the relevant Notice to End Tenancy.

Additionally, Rule of Procedure 6.6 states the landlord must prove the reason they wish to end the tenancy when the tenant applies to cancel a Notice to End Tenancy.

Neither party provided a copy of the One Month Notice, and as the Tenant was not available to confirm nor deny the Landlord's verbal reading of the Notice, I find the Landlord did not meet the burden of proof required to uphold the One Month Notice and issue an Order of Possession.

For the above reasons, the Tenant's application for cancellation of the Landlord's One Month Notice to End Tenancy for Cause (the One Month Notice) under section 47 of the Act is granted, and the Landlord's application for an Order of Possession under section 47 and 55 of the Act is dismissed without leave to reapply.

Is the Landlord entitled to recover the filing fee for this application from the Tennant?

As the Landlord was not successful in this application, the Landlord's application for authorization to recover the filing fee for this application from the Tenant under section 72 of the Act is dismissed, without leave to reapply.

Is the Tenant entitled to a Monetary Order for compensation for damage or loss under the Act?

As the Tenant did not attend the hearing, under Rule of Procedure 7.3, this claim is dismissed without leave to reapply

Is the Tenant entitled to an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, under sections 27 and 65 of the Act

As the Tenant did not attend the hearing, under Rule of Procedure 7.3, this claim is dismissed without leave to reapply.

Is the Tenant entitled to an order for the landlord to make repairs to the rental unit?

As the Tenant did not attend the hearing, under Rule of Procedure 7.3, this claim is dismissed with leave to reapply.

Is the Tenant entitled to an order for the Landlord to provide services or facilities required by law under section 27 of the Act

As the Tenant did not attend the hearing, under Rule of Procedure 7.3, this claim is dismissed with leave to reapply.

Is the Tennant entitled to recover the filing fee for this application from the Landlord?

As the Tenant was not entirely successful in their application, the Tenant's application for authorization to recover the filing fee for this application from the Landlord under section 72 of the Act is dismissed, without leave to reapply.

Conclusion

The Tenant's application is granted for cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act.

The One Month Notice is cancelled and is of no force or effect. This tenancy continues until it is ended in accordance with the Act.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: July 17, 2024

Residential Tenancy Branch