



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

File No(s):

In the matter of the *Residential Tenancy Act*, SBC 2002, c. 78, as amended

Between

Tenant(s),

Applicant(s)

And

**PLAN A REAL ESTATE SERVICES LTD., KAREN KA YING HO,
ANOOP NAVIN MAJITHIA, Landlord(s),**

Respondent(s)

Regarding a rental unit at: Units
1168 PENDRELL ST, VANCOUVER, BC

Date of Hearing: September 29, 2014, by conference call.

Date of Decision: September 29, 2014

Attending:

For the Landlord: No One

For the Tenant: (SJ)

advocate



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DECISION

Dispute codes

CNC, FF

Introduction

This hearing was convened in response to applications filed by the tenants to cancel 1 Month Notices to End Tenancy for Cause (the Notices to End) all dated August 14, 2014, with the reason stated as:

Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The tenants also seek recovery of their respective filing fees.

I accept the tenant's evidence that despite the landlord having been personally served with the application for dispute resolution and notice of hearing in accordance with Section 89 of the Residential Tenancy Act (the Act) the landlord did not participate in the conference call hearing and the tenant was given full opportunity to be heard, to present evidence and to make submissions. The landlord did not provide document evidence to this matter.

Issue(s) to be Decided

Is the notice to end tenancy valid and issued for valid reasons?
Should the Notice to End dated August 14, 2014 be set aside?
are the tenants entitled to recover their filing fees?

Background and Evidence

In this type of application, the tenants dispute the Notices to End issued by the landlord and therefore the burden of proof falls upon the landlord to provide sufficient or compelling evidence that the Notices were *validly issued* for the stated reason(s). The landlord did not appear in the hearing to defend their reason for issuing the subject 1

Month Notices to End. In addition, the tenants were permitted to provide relevant evidence of a 1 page document dated September 26, 2014 – 2 days before this proceeding – notifying the tenants that the landlord determined to withdraw the 1 Month Notices to End dated August 14, 2014

Analysis

I find that I have not been provided with evidence that the Notices to End were issued for *valid* reasons, and as a result I am unable to establish that the landlord issued the tenants *valid* Notices to End. I also accept the tenant's evidence that they were provided with notice by the landlord that the landlord, effectively, no longer seeks to end the tenancies. Therefore, **I Order** all the Notices to End respecting this matter, dated August 14, 2014 are **cancelled**, or set aside.

As the tenants were successful in their claim **I grant** them the respective filing fee amounts they paid for their applications, in the amounts of \$50.00 for the primary tenant SJ, and \$25.00, respectively, for the other tenants of this action.

Conclusion

The tenants' applications are granted. The landlord's Notices to End dated August 14, 2014 are **set aside and are of no effect**. The tenancies continue.

I Order that the tenants may deduct their respective filing fee amounts of **\$50.00** or **\$25.00** from a future rent.

This Decision is final and binding on all parties.

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: September 29, 2014

, Arbitrator
Residential Tenancy Branch