



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      CNR, MNDC, FF

### Introduction

This matter dealt with an application by the tenant to Cancel a Notice to End Tenancy for Unpaid Rent, for a Monetary Order for money owed or compensation for loss or damage under the *Act*, and to recover the filing fee for this application.

Service of the hearing documents was done in accordance with s. 89 of the *Act*. They were sent to the landlord by registered mail on April 09, 2009. I find that the landlord was properly served pursuant to s. 89 of the *Act* with notice of this hearing and the hearing proceeded in the landlords' absence.

Both parties were provided the opportunity to present evidence and make submissions. As the landlord did not appear the submissions were made by the tenant. On the basis of the evidence presented at the hearing, a decision has been reached.

At the outset the tenant confirmed that she did not want to proceed with her application for a monetary order for compensation for loss or damage or to recover her filing fee. Therefore, this section of her application will not be heard.

### Issues(s) to be Decided

- Is the 10 Day Notice issued to the tenant valid?
- Does the tenant owe any rent

## Background and Evidence

This tenancy started on October 01, 2008 and ended on April 29, 2009. The rent for the unit was \$1400.00 per month payable on the 1<sup>st</sup> of each month. This was a month to month tenancy agreement. The tenant paid a security deposit of \$700.00 on or about October 15, 2008. The tenants gave the landlord one months notice that they would be moving out of the rental unit on April 30, 2009 and it had been agreed that the landlord would keep the tenants security deposit of \$700.00 in partial payment towards their last months rent. Included with the one month notice letter was a cheque from the tenants for \$700.00 which was the balance owed towards their last months rent.

The landlord served the tenants with a Notice to End Tenancy on April 05, 2009 for unpaid rent despite having received their letter to end tenancy and payment for the last months rent. When the tenants moved from the rental unit the new landlord carried out a condition inspection report and found no cause to retain any of the tenants' security deposit.

## Analysis

I find that the landlord did not use an approved form for the 10 Day Notice served on the tenants, therefore, this Notice is invalid. I find that the tenants' application is upheld and the tenancy ended on April 30, 2009.

## Conclusion

The 10 Day Notice to End Tenancy for Unpaid Rent dated April 05, 2009 is cancelled. As the tenant does not want to pursue a Monetary Order to recover the filing fee then no Orders are required for this hearing and the matter is closed.



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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 11, 2009.

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Dispute Resolution Officer