



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      CNC, CNR, DRI, FF

### Introduction

A substantial amount of documentary evidence and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The respondent was served with notice of the hearing by registered mail that was mailed on October 8, 2009, but did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

### Issues(s) to be Decided

This is a request to have both a 10 day Notice to End Tenancy and a one month Notice to End Tenancy cancelled. The applicant is also disputing an additional rent increase and is requesting that the respondent bear the \$50.00 cost of the filing fee that was paid for today's hearing.

### Background and Evidence

The tenant was served a 10 day notice for non-payment of rent and a one month notice for cause, and she is disputing both those notices.

The applicant testified that:

- The rent is always paid on time in a method arranged by the landlord and if the rent is ever late being deposited it is due to the landlord's failure to deposit on time not because it wasn't paid on time.
- There is no outstanding rent and there has never been any late payment of rent.
- Neither she nor any of her invited guests has ever done anything to seriously jeopardize the health or safety or lawful right of another occupant of the landlord or put the landlord's property at significant risk.

The applicant is therefore requesting that both the Notices to End Tenancy be cancelled.

The tenant was also served with notice of rent increase that states that rent will be raised by \$29.00, from the current rent of \$917.00 to the new rent of \$946.00 on January 1, 2010.

The applicant testified that:

- She does not dispute the rent increase; however she is disputing the \$917.00 amount that the landlord is claiming as the current rent.
- She has been paying \$913.00 for the past year and therefore it is her belief that the new rent should be based on that amount as the present rent.
- The rent has never been \$917.00.

The applicant is therefore requesting that the rent increase be based on a rent of \$913.00 thereby bringing the rent to \$942.00 after the \$29.00 increase is added on.

## Analysis



# Dispute Resolution Services

Page: 3

Residential Tenancy Branch  
Ministry of Housing and Social Development

The landlord did not appear to give any evidence as to why the notices to end tenancy have been given to the tenant, and since the tenant denies any of the charges on the notices it is my decision that those notices are both set aside and this tenancy will continue.

It is also my finding that the tenant has shown that she has been paying rent in the amount of \$913.00 for the past year and therefore when the \$29.00 increase is added on the rent will increase to \$942.00 and not \$946.00.

## Conclusion

I hereby set aside the 10 day Notice to End Tenancy dated October 2, 2009 and the undated one month Notice to End Tenancy and this tenancy continues.

I hereby order that the rent for this rental unit will be increased to \$942.00 on January 1, 2010, and not \$946.00.

I further Order, that the landlord bear the cost of the filing fee paid for this hearing. The tenant may therefore make a one time deduction of \$50.00 from future rent payable to the landlord.

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: November 20, 2009.

---

Dispute Resolution Officer