

Decision

Dispute Codes: CNR, RR

Introduction

This hearing dealt with the tenant's application to cancel the landlord's notice to end tenancy for unpaid rent, and for permission to reduce rent for repairs, services or facilities agreed upon but not provided. The tenant participated in the hearing and gave affirmed testimony. Despite being served in person on October 17, 2009 with the application for dispute resolution and notice of hearing, the landlord did not appear.

Issues to be decided

- Whether the tenant is entitled to either or both of the above under the Act

Background and Evidence

There is no written tenancy agreement in place for this tenancy which began approximately 7 months ago. Rent in the amount of \$600.00 is payable in advance on the first day of each month, and a security deposit of \$300.00 was collected at the outset of tenancy.

Arising from rent which remained unpaid on October 1, 2009 for both, October and for an indeterminable period beforehand, the landlord issued a 10 day notice to end tenancy for unpaid rent dated October 7, 2009. The notice was served in person on the tenant on that same date. A copy of the notice was submitted into evidence.

Subsequently, the tenant states that she negotiated with the landlord's agent for a reduction in rent because of "repairs, services or facilities agreed upon but not provided," and paid the balance of all rent then left owing.

The tenant states that the landlord's agent with whom she reached a settlement in regard to rent and repairs is no longer in that position, and new agents have assumed that role.

Analysis

Based on the limited documentary evidence and undisputed testimony of the tenant, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated October 7, 2009. The tenant applied to dispute the notice by filing an application for dispute resolution on October 15, 2009, which is outside the 5 day period after she received the notice. However, the tenant claims to have negotiated a reduction in rent and claims to have paid the balance of rent due. The tenant was unable to conclusively state how much of a reduction in rent had been agreed to, or how much rent then remained due, or when the payment of the balance of overdue rent had been made. In the absence of any documentary submission or appearance by an agent of the landlord, no further evidence on these matters was before me.

In the result, I am unable to conclusively determine that the tenant failed to pay all rent due within 5 days following her receipt of the landlord's 10 day notice to end tenancy.

Conclusion

Following from all of the above, I hereby set aside the landlord's 10 day notice to end tenancy for unpaid rent. The tenancy continues in full force and effect.

DATE: November 30, 2009

Dispute Resolution Officer