



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      CNR

### Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking an order to cancel a 10 day Notice to End Tenancy for unpaid rent.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues(s) to be Decided

Should the Notice to End Tenancy be cancelled?

### Background and Evidence

The Tenant is applying to dispute a 10 day Notice to End Tenancy issued to her in February of 2010. The Tenant testified that she had paid all of her February rent, however, she claims the Landlord is attempting to have her pay the rent for her unit and the unit in the basement. After filing her Application in February, the Tenant received a second Notice to End Tenancy for unpaid March rent. However, this hearing was to deal with only the February Notice to End Tenancy. The Tenant also testified she feels the Landlord just wants her and the renter in the basement to move out without proper cause.

The Landlord claims the Tenant is behind in rent for December of 2009, and for January, February and March of 2010. The Landlord did not supply any evidence of the Tenant's rent payments such as copies of receipts or a ledger.

There is no written tenancy agreement between the parties. The Agent for the Landlord testified that the Tenant refused to sign an agreement after she moved in.

Analysis

Based on the foregoing, the testimony and evidence, I find that the Landlord has failed to prove the Tenant did not pay rent for February and therefore, there is no evidence in support of the Notice to End Tenancy for February.

I allow the Application of the Tenant and **I order that the Notice to End Tenancy for February of 2010, is cancelled.**

Both parties are at liberty to make further Applications regarding this matter.

Lastly, during the course of the hearing, it became clear that the Landlord appears to have little understanding of their obligations and rights under the Act. Therefore, I have enclosed a copy of a Guidebook for the Landlord's future reference.

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: April 01, 2010.

---

Dispute Resolution Officer