

DECISION

Dispute Codes CNR MNR MNDC MNSD O FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant to obtain an Order to cancel a notice to end tenancy for unpaid rent, to obtain a Monetary Order for cost of emergency repairs, money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement, to return all or part of the security and or pet deposit, for other reasons, and to recover the cost of the filing fee from the Landlord for this application.

Service of the hearing documents, by the Tenant to the Landlord, was done in accordance with section 89 of the Act, served personally to the Landlord at her place of employment on June 4, 2010.

The Tenant appeared, acknowledged receipt of evidence submitted by the other, gave affirmed testimony, was provided the opportunity to present their evidence orally, in writing, and in documentary form. No one attended the hearing on behalf of the Landlord despite the Landlord being served notice of today's hearing in accordance with the Act.

Issues(s) to be Decided

Is the Tenant entitled to an Order to cancel a notice to end tenancy under section 46 of the *Residential Tenancy Act*?

Is the Tenant entitled to a Monetary Order under sections 33, 38, 67, and 72 of the *Residential Tenancy Act*?

Background and Evidence

The Tenant made reference to documents, such as the tenancy agreement, a letter advising the Tenant to pay her rent to a female Landlord instead of the company, a 10 Day Notice to End Tenancy, and an e-mail from the bank's lawyer, while providing her testimony and confirmed that she did not provide these documents in her evidence.

The Tenant testified that she has occupied the rental unit since August 1, 2009. The current rent is payable on the first of each month in the amount of \$1,600.00 and the Tenant paid a security deposit of \$800.00 and a pet deposit of \$800.00 on August 1, 2009.

The Tenant stated that she received a letter back in approximately November 2009 advising her to pay her rent to a female instead of the corporate Landlord that was listed on her tenancy agreement, which she continued to do until her last payment on May 1, 2010. She later received notification from the bank's lawyer that the rental property was being foreclosed and that she was required to pay her rent to the bank's lawyer effective July 1, 2010. She argued that she received an e-mail from the bank's lawyer instructing her not to pay anything towards June 2010 rent as compensation for the problems she was having with the Landlord and her agents attempting to collect rent and evict her. She was also instructed to change the locks on the rental unit for her own safety.

The Tenant states that the Landlord's agent attended the rental unit on May 28, 2010 and served her with a 10 Day Notice for Unpaid Rent for March 2010. She confirmed that her March 1, 2010 cheque # 147 was returned NSF and she replaced that payment with her cheque # 149 dated March 3, 2010. Her evidence supports these two payments were made in March, 2010. She argued that she paid her April and May 2010 rents as required and then began to deal with the bank's lawyer for rent payments from June onward.

The Tenant is seeking an Order to cancel the 10 Day Notice to End Tenancy and now understands that her monetary order request does not apply at this time to the Landlord named in her application, as she is still occupying the rental unit. She confirmed she is withdrawing her request for monetary compensation at this time and she will contact the bank's lawyer to discuss the statement of adjustments pertaining to the security and pet deposits.

The Tenant agreed to fax me a copy of her tenancy agreement, the letter advising the Tenant to pay her rent to a female Landlord instead of the company, the 10 Day Notice to End Tenancy, and the e-mail from the bank's lawyer, within the next two days so that I could verify the documents and proceed with my decision.

Analysis

All of the testimony and documentary evidence was carefully considered.

The Tenant failed to fax the additional documents, as noted above, within the two day time period provided. In the absence of a copy of the 10 Day Notice and copies of the supporting documents I find the Tenant has failed to present the merits of her application and I hereby dismiss her claim.

Conclusion

I HEREBY DISMISS the Tenant's application, without leave to reapply.

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: July 23, 2010.

Dispute Resolution Officer