



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes CNR, FF

Introduction

This hearing dealt with an application by the tenant to cancel a notice for unpaid rent and recovery of the filing fee. Both parties participated in the conference call hearing.

Issue to be Decided

Is the tenant entitled to any of the above under the Act.

Summary of Background and Evidence

This tenancy started on August 15, 2010 with monthly rent of \$1900.00 and monthly utilities of \$200.00. The tenant paid a security deposit of \$900.00. On October 13, 2010 the landlord served the tenant with a Notice to End Tenancy for Unpaid Rent.

The landlord testified that ½ month's rent is still outstanding for August 2010 in the amount of \$900.00. The landlord completed a thorough review of their accounting for the tenant's payment records and there is no evidence that the tenant has paid this amount.

The tenant testified that her mother had gone in to the rental office on 2 occasions on her behalf; once to pay the \$900.00 security deposit and then again to pay \$900.00 for ½ of August's rent. The tenant cannot produce receipts for the payments and since her move has been unable to locate any of her documents for the renting of this unit.

The tenant expressed that she would like to stay in the rental unit and the landlord is very agreeable to having the tenancy remain in place.

In the hearing the tenant and landlord agreed that the tenant will pay \$100.00 per month until the \$900.00 August rent owing is paid in full. The landlord has agreed that if/when the tenant finds her receipt any additional monies paid towards the ½ month's August rent will be returned back to the tenant.

Based on this agreement the landlord has withdrawn the 10 day notice to end tenancy for unpaid rent and the tenancy remains in full effect.



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Analysis

The tenant has agreed to pay \$100.00 per month to the landlord until the \$900.00 August rent owing is paid in full.

The landlord has agreed to withdraw the 10 day notice to end tenancy for unpaid rent based on this agreement and the tenancy remains in full effect.

The tenant's application is dismissed without leave to reapply.

I find that the tenant is not entitled to recovery of the \$50.00 filing fee.

Conclusion

Pursuant to all of the above, the landlord's 10 day notice to end tenancy for unpaid rent is hereby set aside, with the result that the tenancy continues uninterrupted.

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 17, 2010

Dispute Resolution Officer