

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an application by the tenant to cancel a 10 day notice to end tenancy for unpaid rent. Both parties participated in the conference call hearing.

Issues to be Decided

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

Summary of Background and Evidence

On January 10, 2011 the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent.

The tenant testified that the \$520.19 amount noted on the 10 Day Notice to End Tenancy for Unpaid Rent is for a plumbing bill to replace a toilet tank and not rent owed; the tenant does not owe the landlord rent for any months. The tenant stated that she had come to an agreement with the landlord to make payments towards the plumbing bill and the tenant and landlord will discuss that matter outside of this hearing.

The landlord testified that this notice was in fact given to the tenant for a plumbing bill and not unpaid rent or utilities. Clarification was made for both parties that this was not the proper course of action for the landlord to recover compensation for damage or loss as a bill for damage is not rent owed.

Analysis

Based on the documentary evidence and testimony I find that the tenant was not properly served with the 10 day notice to end tenancy for non-payment of rent and the tenant does not owe the landlord unpaid rent. Therefore I find that the landlord is not entitled to an order of possession.

Accordingly, the notice to end tenancy is hereby set aside and the tenancy continues in full force and effect.

Conclusion

I therefore allow the tenant's application and set aside the landlord's Notice to End Tenancy for Unpaid Rent dated January 10, 2011 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: January 27, 2011

Residential Tenancy Branch