



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

Landlord: OPR, MNR, FF  
Tenant: CNR

### Introduction

This hearing dealt with cross Applications for Dispute Resolution. The landlord sought an order of possession and a monetary order. The tenant sought to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the landlord, her agent and the tenant.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for unpaid rent; to a monetary order for unpaid rent and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 46, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

It must also be decided if the tenant is entitled to cancel a 10 Day Notice to End Tenancy for Unpaid Rent, pursuant to Section 46 of the *Act*.

### Background and Evidence

The landlord testified, through her agent the tenancy began on September 2010 for a monthly rent of \$650.00 due on the 20<sup>th</sup> of each month and that no security deposit was received from the tenant. The tenant testified the tenancy began in May 2009.

The landlord testified the tenant has failed to pay rent for the months of August, September, October and November 2011. The landlord provided into evidence a copy of a 10 Day Notice to End Tenancy for Unpaid Rent issued on October 3, 2011 with an effective vacancy date of October 3, 2011 citing rent in the amount of \$2,100.00 was due.

The tenant testified he has paid all the rent in cash and that the landlord is trying to get additional money from him. The tenant testified the landlord has never provided receipts for rent payments. The landlord testified that they used to provide the tenant with receipts but he didn't want them so they stopped.

The landlord testified that they had several text messages between themselves and the tenant where the tenant states that he is refusing to pay the rent. The landlord did not provide any print outs of text messages into evidence.

### Analysis

Section 46 of the *Act* allows a landlord to end a tenancy if rent is unpaid on any day after the day in the month that rent is due by issuing a notice that is effective 10 days after the notice is received by the tenant.

As the tenant has provided testimony that he has paid all rent owed to the landlord and the landlord has not provided any documentary evidence to corroborate the tenant has failed to pay rent, I find the landlord has failed to establish there is any outstanding rent.

### Conclusion

For the reasons noted above, I dismiss the landlord's Application in its entirety and grant the tenant his Application to cancel the 10 Day Notice to End Tenancy issued on October 3, 2011. I find the tenancy remains in full force and effect.

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 03, 2011.

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Residential Tenancy Branch