



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel a notice to end tenancy.

Both parties appeared and both parties were given an opportunity to speak.

### Issue(s) to be Decided

Should the notice to end tenancy be cancelled?

### Background and Evidence

The tenancy began in August 2011, and the tenant was to pay \$420.00 for the use of a room in the rental unit and share a kitchen and bathroom with other tenants. The landlord does not reside in the unit.

The tenant stated that he has not paid all of the rent for September 2011, and has not paid rent for October 2011. The tenant stated that the landlord has breached a material term of their verbal tenancy agreement, by allowing additional renters into the unit. The tenant indicated that he requested a reduction of rent, but the landlord denied it. Based on this he has withheld rent.

The tenant stated that he was served with a 10 day Notice to End Tenancy for unpaid rent. The tenant did not file a copy of that notice into evidence. He states the notice is not valid. The tenant further states that he no longer has a copy of the notice.

The landlord stated that the notice was served on the tenant. The landlord did not file a copy of the notice into evidence. The landlord also states that she no longer has a copy of the notice.

The tenant and the landlord were not able to agree to the contents of the notice or the form of the notice.

### Analysis

Based on the above, the evidence and statements I find a follows.

Section 26(1) requires the tenant to pay rent when rent is due under the tenancy agreement, regardless of whether the landlord has complied with the Act or tenancy agreement. The tenant was cautioned and was directed to comply with the Act.

Section 45 requires that a notice to end tenancy must be in writing and must in the approved form. The landlord was cautioned and was directed to ensure any notice given complies with the Act.

Neither party filed a copy of the notice into evidence, nor were they able to agree on the contents of the notice, and therefore I was unable to proceed. The onus is on the applicant to provide sufficient documents for the hearing to proceed.

Based on the foregoing, I find there is insufficient documentary evidence to support the tenant's position. Therefore, I dismiss the tenant's application without leave to reapply.

The tenancy will continue until ended in accordance with the Act.

### Conclusion

The tenant's application is dismissed 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: November 01, 2011.

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Residential Tenancy Branch