



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNR

Introduction

This hearing was held in response to the tenant's Application for Dispute Resolution in which the tenant has applied to cancel a 10 Day Notice to End Tenancy for Unpaid Rent and return of the filing fee costs.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

Issue(s) to be Decided

Should the 10 Day Notice to End Tenancy for Unpaid Rent issued on January 24, 2012 be cancelled?

Mutual Agreement/Findings

The parties agreed that by January 27, 2012, the tenant had received a 10 Day Notice Ending Tenancy for Unpaid Rent, issued on January 24, 2012. The dispute dates back to the subsidized rent adjustment made effective May 1, 2009. The landlord receives subsidies through BC Housing and is exempt from the rent increase requirements of the Act.

The landlord issued a Notice ending tenancy which did not take into account \$1,500.00 of payments previously made by the tenant toward the 2009 rent arrears; the amount owed was incorrect.

The tenant and landlord agreed that the outstanding balance owed from between May 1 and November 1, 2009, is now \$818.00.

The tenant agreed she would pay the sum of \$818.00 to the landlord by February 29, 2012.

I determined that the Notice ending tenancy issued on January 24, 2012, a copy of which was not supplied as evidence, was of no force or effect, as it did not indicate the actual amount of rent owed.

The landlord understands that should the tenant not pay the agreed upon amount of arrears owed by February 29, 2012, he is at liberty to issue a valid 10 Day Notice Ending Tenancy for Unpaid Rent.

The tenancy will continue until it is ended as provided by the Act.

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: February 17, 2012.

Residential Tenancy Branch