



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

This hearing was convened by way of conference call in repose to the tenant's application to cancel the 10 Day Notice to End Tenancy for unpaid rent.

The tenant and landlords attended the conference call hearing, gave sworn testimony and were given the opportunity to cross exam each other on their evidence. The tenant provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. All evidence and testimony of the parties has been reviewed and are considered in this decision.

Issue(s) to be Decided

Is the tenant entitled to have the Notice to End Tenancy cancelled?

Background and Evidence

Both parties agree that this month to month tenancy started on November 01, 2009. Rent for this unit is \$850.00 per month and is due on the first day of each month in advance.

The landlord testifies that the tenant owed \$200.00 in rent from January, 2012 and failed to pay rent for February, 2012 of \$850.00. The landlords testify that they served the tenant with a 10 Day Notice to End Tenancy on February 01, 2012 in person which has an effective date of February 12, 2012 due to \$1,050.00 in unpaid rent.

The tenant applied to cancel this Notice on February 06, 2012 on the grounds that the landlord served the Notice prematurely on the day that rent was due and not the day after.

The landlord testifies that after they received the tenant's application to cancel the Notice they have since issued a new 10 Day Notice on February 15, 2012 and have another hearing date scheduled for March 20, 2012.

Analysis

I have reviewed the documentary evidence before me and find the landlords did issue and serve the 10 Day Notice to the tenant on February 01, 2012 which is the day that rent is due. However, as the tenant also owed the sum of \$200.00 from January, 2012 the amount owed on the notice of \$1,050.00 is wrong as any notice served on this date should only have indicated the sum owed from the previous month this does not however invalidate the Notice. Consequently, the tenant does not dispute that she owes rent for January, 2012 of \$200.00 nor does the tenant dispute that she has not paid rent for February, 2012. The tenant's application to cancel the Notice is therefore dismissed.

Conclusion

The tenant's application is dismissed. The 10 Day Notice to End Tenancy for unpaid rent will remain in 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: February 23, 2012.

Residential Tenancy Branch