



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.

Preliminary Matter

The tenant had 2 witnesses available who did not testify.

Issue(s) to be Decided

Should the 10 Day Notice to End Tenancy for Unpaid Rent issued on April 2, 2012, be cancelled?

Background and Evidence

The tenant confirmed receipt of a Notice ending tenancy for unpaid rent on April 2, 2012. The tenant disputed the Notice on the same day.

The tenancy commenced on March 1, 2011, rent is \$450.00 per month, due on the first day of each month.

The tenant paid one half of the April rent, as she had previously obtained an order allowing a one-time rent abatement in the sum equivalent to \$225.00.

During the hearing it was determined that the tenant's notice of hearing issued for the March 28, 2012, was served to an individual who is not her landlord. The tenant's

application for rent reduction was served to the father of the property owner, as confirmed by a copy of the title search submitted as evidence by the tenant, for this hearing. The tenant was provided with authority to make a rent reduction from rent owed, but did so based on an application that was not served to the correct individual.

The landlord pointed out that the tenant has made a deduction from April rent without having served the property owner or the agent with Notice of the hearing held on March 28, 2012; which provided her with the order allowing the deduction. The tenant stated she thought she had served the property owner and testified she now understands she served an individual who is not indicated as an owner on the title search, a copy of which the tenant supplied as evidence.

Therefore, I have determined that while the tenant has received an order allowing a deduction from rent owed; that the order names an individual who is not her landlord. Therefore, the order does not allow the tenant to deduct rent owed to her current landlord.

Mutually Settled Agreement

The parties agreed to the following:

- The tenant will pay the landlord the balance of April, 2012, rent, on Monday April 23, 2012;
- That the tenant agrees she will not pursue an application for dispute resolution in relation to the loss of hot water for any time period on or before February 15, 2012, to March 13, 2012, inclusive;
- The landlord agrees to reinstate the tenancy and set aside the Notice ending tenancy for unpaid rent issued on April 2, 2012, based on payment of the balance of rent owed and the tenant's agreement not to pursue the matter related to the loss of hot water.

Further, I Order the tenant to pay the balance of rent owed, \$225.00, to the landlord no later than April 24, 2012. If the tenant fails to do so, the Notice ending tenancy for unpaid rent issued on April 2, 2012, is of 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: April 20, 2012.

Residential Tenancy Branch