



# Dispute Resolution Services

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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 tenants' application to cancel a Notice to End Tenancy for unpaid rent.

Service of the hearing documents, by the tenants to the landlord, was done in accordance with section 89 of the *Act*. The tenants gave sworn testimony that their application and Notice and hearing was handed to the landlord's husband personally at the landlords address which was provided on the 10 Day Notice on May 24, 2012.

The tenants appeared, gave sworn testimony, were provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the landlord, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

### Issue(s) to be Decided

Are the tenants entitled to have the 10 Day Notice to End Tenancy cancelled?

### Background and Evidence

The tenants' testify that this month to month tenancy started on or about October 02, 2011. The tenants pay a monthly rent of \$300.00 for this manufactured home plus a pad rent of \$400.00 to the owner of the property

The tenants testify that a previous hearing was held on May 03, 2012 after the tenants filed an application to cancel the first 10 Day Notice to End Tenancy. Two days prior to that hearing the tenant testify that they and the landlord came to an agreement

concerning the rent as the tenants had paid for a furnace repair and had deducted the rent under s. 33(7) of the *Act* concerning emergency repairs.

The tenants testify the landlord then served the tenants with a second 10 Day Notice to End Tenancy on May 17, 2012 in person. This Notice was for the same amount of rent the tenants and landlord and previously reached an agreement on.

The tenants seek to have this 10 Day Notice cancelled as they do not owe rent to the landlord.

### Analysis

As the landlord has not attended the hearing and has provided no evidence for consideration, I uphold the tenants' application to cancel the 10 Day Notice to End Tenancy for unpaid rent. I refer the landlord to s. 33(5) and s. 33(7) of the *Residential Tenancy Act* with regard to emergency repairs.

### Conclusion

The tenants' application is allowed. The 10 Day Notice to End Tenancy for unpaid rent dated May 17, 2012 is cancelled and the tenancy will continue.

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: June 13, 2012.

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Residential Tenancy Branch