

## **DECISION**

Dispute Codes      OPR, MNR, CNL

### **Introduction**

There are applications filed by both parties. The Landlord has made an application for an order of possession and a monetary order for unpaid rent or utilities. The Tenant has made an application to cancel a notice to end tenancy issued for Landlord's use.

Both parties have attended the hearing by conference call and have acknowledged receipt of the notice of hearing and evidence submitted by the other party. As such, I am satisfied that both parties have been properly served.

At the beginning of the hearing it was clarified with both parties that the Landlord has withdrawn the 2 month notice to end tenancy issued for Landlord's use dated October 27, 2012. As such no further action is required and the Tenant's application is withdrawn.

### **Issue(s) to be Decided**

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to a monetary order?

### **Background, Evidence and Analysis**

The Landlord has submitted a copy of a 10 day notice to end tenancy issued for unpaid rent or utilities dated October 26, 2012. The notice states that the Tenant failed to pay \$380.00 in rent that was due on October 1, 2012. The stated effective date of the notice is November 6, 2012.

Both parties agreed that the Landlord served the Tenant with the 10 day notice to end tenancy issued for unpaid dated October 26, 2012 by posting it on the rental unit door. The Tenants acknowledged receiving in this fashion on October 27, 2012.

Both parties also agreed that ½ of the rent was paid by the Tenant, S.B. the Tenant, C.W. states that her portion of the rent was paid directly to First National Financial Corporation. Both parties are in agreement that the rental property has been foreclosed

by First National Financial Corporation and has a revisionary interest as an owner of the rental property. The Tenant, C.W. states that she chose to change how rent was paid by making the payment directly to the Financial Corporation as opposed to the Landlord, R.F. The Landlord states that no agreements were made to change how rent was paid, but has acknowledged that the rent probably was paid to the Financial Corporation.

I find that the 10 day notice to end tenancy issued for unpaid rent dated October 26, 2012 was properly served by posting it on the rental unit door. The Tenants acknowledged receiving the notice in this fashion on October 27, 2012. As both parties have acknowledged that First National Financial Corporation has a revisionary interest as an owner of the property, I find that rent was paid to the Landlord. As such, the Landlord's notice to end tenancy dated October 26, 2012 for unpaid rent is set aside and the Tenancy shall continue. The Landlord's application is dismissed.

As for rent payment clarification for both parties, rent is to be paid to the Landlord, R.F. as established unless there is a written agreement otherwise between the parties.

### Conclusion

No further Action required for the Tenant's application as the notice was withdrawn by the Landlord.

The Landlord's application is dismissed.

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: December 12, 2012.

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Residential Tenancy Branch