



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MT

Introduction

This matter dealt with an application by the Tenant to cancel a Notice to End Tenancy for unpaid rent and for more time to make the application.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the “hearing package”) by registered mail November 23, 2012. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded in the Landlord’s absences.

Issues(s) to be Decided

1. Is the Tenant entitled to an order to cancel the Notice to End Tenancy?
2. Is the Tenant entitled to more time to make her application?

Background and Evidence

This tenancy started on September 1, 2011 as a month to month tenancy. Rent is \$600.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$230.00 in September, 2011.

The Tenant said the 10 Day Notice to End Tenancy for unpaid rent date November 7, 2012, that she received on November 7, 2012 on her door is for the previous tenant. The Tenant said the Eviction Notice is for unpaid rent for August, 2011 and she only moved into the rental unit in September, 2011. As a result the Tenant said the Notice to evict her is in error. The Tenant said she has paid her rent and this Notice should be given to the previous tenant. The Tenant requested that the Notice to End Tenancy for unpaid rent be canceled.

Analysis

Bases on the affirmed testimony of the Tenant and in the absence of any evidence or testimony from the Landlord, I accept the Tenant's testimony that this 10 Day Notice to End Tenancy for Unpaid Rent dated November 7, 2012 is in error as the Tenant's tenancy started in September, 2011 and this Notice is for August, 2011. Therefore the Notice is for the previous tenancy. I find the Landlord's Notice to End Tenancy for unpaid rent dated November 7,, 2012 is in error and consequently I order the Notice to End Tenancy dated November 7, 2012 to be canceled and I order the tenancy with this Tenant to continue as stated in the tenancy agreement.

Conclusion

I Order the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent dated November 7, 2012 to be canceled and this tenancy to continue as stated in the tenancy agreement.

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*.

Residential Tenancy Branch