



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding O.J. REALTY & PROPERTY MANAGEMENT INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR

### Introduction

This hearing dealt with an Application for Dispute Resolution filed on February 20, 2013, by the Tenant to allow more time to make his application and to dispute a Notice to end tenancy issued for unpaid rent.

The Tenant affirmed that the Landlord was served copies of the application for dispute resolution and notice of hearing documents in person at their office on February 25, 2013. Based on the submissions of Tenant I find that the Landlord was sufficiently served notice of this proceeding and I continued in the Landlord's absence.

### Issue(s) to be Decided

Should the 10 Day Notice to end tenancy be cancelled?

### Background and Evidence

Neither party submitted documentary evidence in relation to this dispute.

The Tenant stated that he received a 10 Day eviction Notice on February 15, 2013, when the Landlord personally served him the notice at the rental unit. He confirmed that he filed his application to seek more time on February 20, 2013, within the required timeframe.

The Tenant advised that he wished to dispute the Notice because he has made arrangements to get some money and pay his rent. He stated that he has not yet paid his outstanding rent.

### Analysis

When a tenant receives a 10 Day Notice to end tenancy for unpaid rent they have (5) days to either pay the rent in full or to make application to dispute the Notice or the tenancy ends.

In this case the Tenant made application to dispute the Notice within five days of receiving the Notice and affirmed that he has not paid the outstanding rent.

The responsibility of proving a claim is on the person making the claim. The hearing package contains instructions on evidence and the deadlines to submit evidence, as does the Notice of Hearing provided to the Tenant.

The Notice to End Tenancy document is not a mere technicality. In fact, it is hard to imagine another document being more relevant or material to the Tenant's claim, in particular when he is asking to have this document cancelled.

The Tenant did not submit a copy of the Notice. In the absence of the Landlord to confirm the details of the Notice and upon consideration that the Tenant has not paid the rent owed, I find the Tenant has provided insufficient evidence to prove the Notice should be cancelled. Accordingly, I dismiss the claim without leave to reapply.

#### Conclusion

I HEREBY DISMISS the Tenant's claim, without leave to reapply.

No findings of fact or law have been made relating to the 10 Day Notice that was served upon the Tenant on February 15, 2013.

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: March 19, 2013

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Residential Tenancy Branch

