



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR MNDC OLC

Introduction

This hearing dealt with an application by the tenant to cancel a notice to end tenancy for unpaid rent, as well as for monetary compensation and an order that the landlord comply with the Act. The tenant and an agent for the landlord participated in the teleconference hearing.

I determined that the issue of the notice to end tenancy took precedence, and only heard evidence on that issue. I will address the remainder of the tenant's application in the conclusion of my decision.

At the outset of the hearing, the landlord confirmed that they had received the tenant's application and evidence. The tenant stated that she did not receive the landlord's evidence. The landlord stated that she posted the evidence to the rental unit door on August 6, 2013. The landlord did not provide any additional evidence to confirm service of their evidence package. As the tenant stated she did not receive the evidence, and as the evidence was served late, I did not admit or consider the landlord's documentary evidence. I have reviewed all testimony and other admissible evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Is the notice to end tenancy for unpaid rent valid?

Background and Evidence

The tenancy began on November 1, 2011, with monthly rent of \$695 payable in advance on the first day of each month. On July 4, 2013, the landlord served the tenant with a notice to end tenancy for unpaid rent in the amount of \$1211.42.

The landlord stated that they have received no payment from the tenant since they issued the notice. The landlord acknowledged that on August 2, 2013 the tenant sought to pay the landlord \$150, but the landlord refused to accept it.

The tenant stated that she did get behind in her rent but she has been working with the landlord to pay off her arrears. The tenant disputed the amount on the notice to end tenancy, and stated that she paid the landlord \$300 in cash on May 28, 2013 and another \$300 in cash on June 12, 2013.

In response to the tenant's testimony the landlord stated that they did not receive the two payments of \$300, and if the tenant had paid in cash the landlord would have issued receipts.

Analysis

I find that the notice to end tenancy is valid. Even if the tenant had owed \$600 less than the amount claimed on the notice, the tenant was in arrears and did not make any payment within five days of being served with the notice to end tenancy.

Conclusion

I dismiss the portion of the tenant's application regarding cancellation of the notice to end tenancy dated July 4, 2013. It is open to the landlord to apply for an order of possession pursuant to the notice.

I dismiss the remainder of the tenant's application with leave to reapply.

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: August 13, 2013

Residential Tenancy Branch