



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Top Rank Investment Corp.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes DRI, CNR

Introduction

This is an application filed by the Tenant to dispute an additional rent increase and to cancel a notice to end tenancy issued for unpaid rent or utilities.

The Tenants have attended the hearing by conference call and given undisputed testimony. The Landlords have not attended or submitted any documentary evidence. The Tenants state that the Landlord was served with the notice of hearing package by Canada Post Registered Mail on September 9, 2013, and has provided in her direct testimony the Customer Receipt Tracking number as confirmation. I accept the undisputed testimony of the Tenant and find that both parties have been properly served.

At the beginning of the hearing, the Tenant, P.E. clarified that no notice of an additional rent increase has been received from the Landlord. Since no notice in the proper form of an additional rent increase has been received by the Tenant, this portion of the Tenant's claim is dismissed.

Issue(s) to be Decided

Is the Tenant entitled to an order cancelling the notice to end tenancy for unpaid rent?

Background and Evidence

The Tenant states that a 10 day notice to end tenancy dated September 4, 2013 was received from the Landlord that states \$904.00 in rent was due on September 1, 2013 which was unpaid. The effective date of the notice is September 14, 2013.

The Tenant states that upon being served with the 10 day notice on September 4, 2013 a money order for \$890.00 was paid to the Landlord. The Tenant states that the notice

was incorrect and that monthly rent was \$890.00 and not \$904.00 as noted on the 10 day notice dated September 4, 2013. The Tenant has provided a copy of a previous 10 day notice dated April 15, 2013 which states that monthly rent is \$890.00.

Analysis

I accept the undisputed testimony of the Tenant and find that the 10 day notice dated September 4, 2013 is incorrect in its statement of the \$904.00 monthly rent as opposed to the Tenant's claim that monthly rent is \$890.00. I also accept the undisputed testimony of the Tenant, P.E. who states that upon being served with the 10 day notice to end tenancy for unpaid rent that rent of \$890.00 was paid to the Landlord. As such, the Tenant's Application is granted. The notice dated September 4, 2013 is set aside and the Tenancy shall continue.

Conclusion

The Tenant's Application is granted.

The notice dated September 4, 2013 is set aside and the Tenancy shall 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: October 16, 2013

Residential Tenancy Branch

