



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR

### Introduction

This was a hearing with respect to the tenant's application to cancel a Notice to End Tenancy for unpaid rent. The hearing was conducted by conference call. The named tenant and the landlord's representative called in and participated in the hearing

### Issue(s) to be Decided

Should the Notice to End Tenancy dated February 5, 2014 be cancelled?

### Background and Evidence

The tenants' application to cancel a 10 day Notice to End Tenancy for unpaid rent was filed on March 3, 2014. The tenants applied to cancel a Notice to End Tenancy dated February 5, 2014. The Notice to End Tenancy alleged that the tenants failed to pay rent in the amount of \$14,750.00 that was due on February 8, 2014. According to a notation on the Notice to End Tenancy, the tenants have not paid rent since June 2013.

The tenant stated in the application for dispute resolution that: "I don't believe I owe the amount in the eviction notice". At the hearing the tenant could not say when he was served with the Notice to End Tenancy, apart from saying that it was sent by registered mail.

The landlord did not submit any documentary evidence in response to this application. The landlord's representative said that the landlord is an elderly woman in her 80's and he acts as her agent with respect to this tenancy. He said that he sent the Notice to End Tenancy to the tenants by registered mail, but he could not say when it was sent. The landlord did not provide any rent records or a copy of the tenancy agreement. The landlord's agent said that he was not aware that he should provide documents in response to the tenants' application. He said this is the third hearing with respect to the

tenancy and that the tenant has not paid any rent since last June. The tenant denied that no rent has been paid since June. He said that the tenants have not paid any rent for the last two months but he said that he has made other cash payments and has not received any receipts for the payments.

### Analysis

Neither party has provided evidence that should be provided on an application to cancel a Notice to End Tenancy for unpaid rent. The tenant was unable to say when the Notice was served and the landlord did not provide documents to show when the Notice was given or any rent records. I am unable to say whether the tenant applied to cancel the Notice within five days after service. I am also unable, on the evidence to say whether the amount claimed in the Notice to End Tenancy for unpaid rent is correct, but by the tenant's own admission the tenants have paid no rent for several months.

### Conclusion

Based on the evidence presented, I am not prepared to order that the Notice to End Tenancy be cancelled. The tenants' application is dismissed without leave to reapply. The landlord has not requested an order for possession and if the landlord wants to pursue an order for possession and a monetary order for unpaid rent, it will be up to the landlord or her agent to apply for dispute resolution and provide evidence to support the claims in the application. At the hearing I suggested to the landlord's representative that he contact the Residential Tenancy Branch for information as to how to proceed if the landlord intends to apply for dispute resolution.

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: April 16, 2014

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Residential Tenancy Branch

