



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding STANMAR REALTY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, MT

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant to cancel a notice to end tenancy for unpaid rent and utilities and to allow more time to cancel the notice to end tenancy.

The Tenant appeared for the hearing and provided affirmed testimony during the hearing and documentary evidence prior to the hearing.

At the start of the hearing the Tenant testified that the Landlord named on the Application and the Landlord’s company had taken over the tenancy approximately 2 months ago and that rent is payable to these Landlords as oppose to the Landlords detailed in the written tenancy agreement.

The Tenant testified that she served the Notice of Hearing documents and a copy of the Application personally on February 24, 2014 to the receptionist at the office where the Landlord carries out business. The Landlord failed to appear for the hearing and did not provide any evidence in advance of the hearing. Therefore, in the absence of any evidence from the Landlords to dispute the service of the hearing documents, I find that the Landlords were served in accordance with Section 89(1)(b) of the *Residential Tenancy Act* (the “Act”).

As a result, I have considered the undisputed evidence of the Tenant and make my decision as follows.

### Issue(s) to be Decided

- Has the Tenant established that the notice to end tenancy ought to be cancelled?

### Background and Evidence

The Tenant testified that her tenancy with the previous Landlord started on September 1, 2013 for a fixed term of 90 days after which it continued on a month to month basis. Rent is payable by the Tenant in the amount of \$625.00 per month on the last day of each month. The Tenant paid the Landlord a \$312.50 security deposit at the start of the tenancy.

The Tenant testified that she was personally served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice") on February 13, 2014. The Tenant provided the Notice as evidence for this hearing. The Notice details the previous Landlord's name and states that the outstanding amount of rent is \$337.50 that was due on February 1, 2014, and has an effective move out date of February 23, 2014. The Notice also details the Tenant's name along with another renter under the Tenant section.

The tenant testified that the amount of rent outstanding does not refer to her but was payable by the other renter who was her roommate who had a separate tenancy agreement with the Landlord. The Tenant testified that she has paid all her rent and the Landlord is trying to hold her responsible for her roommate's rent which is payable under the roommate's separate rental agreement with the Landlord.

The Tenant testified that she has paid all her rent to date and there are no issues between her and the Landlord.

### Analysis

I have examined the Notice provided by the Tenant and I find that the method in which it was served to the Tenant and the contents complied with the requirement of the Act.

I accept that the Tenant personally received the Notice on February 13, 2014 and I find that the Tenant made an Application to dispute the Notice on February 17, 2014 which is within the time limits provided by Section 46(4) (b) of the Act. Therefore, there is no need to allow the Tenant more time to make the Application and this portion of the Tenant's Application is dismissed.

The Tenant denied being in any rent arrears for this tenancy. The Landlord failed to appear for the hearing in order to dispute this evidence and explain the outstanding rent amount on the Notice. As a result, I accept the Tenant's evidence that the Notice was intended for another renter who is not part of her tenancy agreement.

As a result, I find that it is appropriate for me to set aside the Notice and the tenancy will resume until it is ended in accordance with the Act.

Conclusion

For the reasons set out above, I set aside the Notice issued by the Landlord dated February 13, 2014.

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 09, 2014

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Residential Tenancy Branch

