



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

This hearing was convened by way of conference call in response to the tenant's application to cancel a 10 Day Notice to End Tenancy for unpaid rent.

The tenant and one of the landlords attended the conference call hearing and gave sworn testimony. The tenant provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. All evidence and testimony of the parties has been reviewed and are considered in this decision.

Issue(s) to be Decided

Is the tenant entitled to have the 10 Day Notice cancelled?

Background and Evidence

The parties agree that this tenancy started on or around July 01, 2013 for a two year fixed term tenancy. Rent for this unit is \$1,500.00 per month and is due on the 10th of each month in advance.

The tenant has provided the first page of a 10 Day Notice in evidence. The tenant testifies that this was the only page he received of this 10 Day Notice and the second page was not provided.

The landlord testifies that the other landlord served the tenant with the 10 Day Notice however that landlord is in hospital and not available to attend the hearing. The landlord

attending testifies that therefore she has no direct knowledge of what was served to the tenant in the form of a 10 Day Notice. However, the landlord testifies that the 10 Day Notice was served on March 18, 2014 in person. The landlord has not provided any documentary evidence to show that a complete 10 Day Notice was provided to the tenant on this date.

Analysis

I have reviewed the documentation provided by the tenant for this application and part of this is the first page of a 10 Day Notice dated March 18, 2014. I have no evidence from the landlord to show that the tenant was served a complete two page 10 day Notice. Page two of the 10 day Notice provides information to the tenant about the reasons given for the Notice, it informs the tenant that they have five days to pay the rent or dispute the Notice.

In order for a legal Notice to be valid and enforceable it must be complete and the burden of proof falls to the landlords to show that both pages of this 10 Day Notice were served to the tenant. In this case the landlords have not met the burden of proof and as a result I find that the tenant's application is upheld.

Conclusion

The tenant's application is allowed. The 10 Day Notice to End Tenancy for unpaid rent dated March 18, 2014 is cancelled and the tenancy will 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: May 08, 2014

Residential Tenancy Branch

