



# Dispute Resolution Services

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## Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding LAURELWOOD VENTURES  
and [tenant name suppressed to protect privacy]

### **DECISION**

Dispute Codes: CNR OPR

#### **Introduction:**

This was an application by the tenant to cancel a Notice to End the Tenancy for non-payment of rent dated June 15, 2014. Both parties were present at the hearing.

#### **SERVICE:**

I find that the Notice to End a Residential Tenancy was served personally on June 15, 2014 and the tenant filed his Application on June 19, 2014. The landlord admitted service of the application for dispute resolution. I find the documents were legally served pursuant to sections 88 and 89 of the *Residential Tenancy Act* (the Act).

**Issues:** Is the tenant entitled to any relief?

#### **Background and Evidence:**

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. The original tenancy began in June 2013. The current rent is \$450.00. The tenant paid a security deposit of \$225. The landlord's agent testified that the tenant failed to pay all the rent for July 2013 and was served with a Notice to End the Tenancy on June 15, 2014 for they are clearing up long standing accounts on their books; he said \$375 of rent is still outstanding.

The tenant said he had paid this \$375 in cash in July 2013 to a staff member but did not get a receipt. The landlord's agent agreed to telephone the staff member to verify the tenant's statement and we took a break. The agent called back into the conference and apologized to the tenant and said the staff member verified the tenant's account.

In evidence is a Notice to End Tenancy and several statements from the Ministry showing rent being paid regularly.

#### **Analysis and Conclusion:**

I find the weight of the evidence is that the tenant paid in 2013 the rent claimed on the Notice to End Tenancy dated June 15, 2014 and this was an administrative error of the landlord. **The Notice to End Tenancy is set aside and the tenancy is reinstated.** No filing fee is involved.

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: July 15, 2014

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Residential Tenancy Branch

