



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR

### Introduction

This is an application filed by the tenant to cancel a notice to end tenancy issued for unpaid rent.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the notice of hearing package, I am satisfied that both parties have been properly served. The landlord states that no documentary evidence has been submitted. The tenant stated that he did submit documentary evidence, but that no copies were provided to the landlord. I find that as the tenant has failed to comply with the rules of procedure on the submission of evidence that it would be highly prejudicial to admit the tenant's documentary evidence. As such, the tenant's documentary evidence is admissible. The hearing proceeded on the direct testimony of both parties.

### Issue(s) to be Decided

Is the tenant entitled to an order cancelling the notice to end tenancy?

### Background and Evidence

The tenant states that he was served with a 10 day notice to end tenancy issued for unpaid rent dated June 25, 2014 which states that the tenant failed to pay rent of \$696.00 that was due on June 1, 2014. The notice displays an effective end of tenancy date of July 5, 2014. Neither party submitted a copy of the signed tenancy agreement.

The tenant disputes the claim of the landlord in the notice and states that monthly rent is \$403.00 and that the landlord has not provided any details of what the \$696.00 amount of unpaid rent is. The tenant states that he can confirm that rent is paid up to including July 1, 2014. Both parties confirmed that monthly rent is \$403.00. The landlord stated

that the tenant had outstanding rent owed from April 2014 of \$403.00, May 2014 of \$113.00 and June for \$403.00. When questioned the landlord could not explain why this totals, \$909.00 as opposed to the \$696.00 noted on the 10 day notice. The landlord explained that he is very busy and is not familiar with all aspects of this tenancy.

### Analysis

I accept the evidence of both parties and find on a balance of probabilities that the landlord has failed to substantiate the details of the 10 day notice to end tenancy issued for unpaid rent dated June 29, 2014 which was served upon the tenant. The landlord is unable to provide sufficient details to justify the amount of rent owed based upon the notice. As such, I find that the tenant is successful in his application to cancel a notice to end tenancy. The notice dated June 29, 2014 is set aside. The tenancy shall continue.

### Conclusion

The tenant's application is granted.

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: September 04, 2014

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Residential Tenancy Branch

