



# 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 to cancel a Notice to End Tenancy that was given for nonpayment of rent.

A substantial amount of documentary evidence and written arguments have been submitted by the parties prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

The issue is whether or not to uphold or cancel a Notice to End Tenancy.

### Background and Evidence

This tenancy began on June 27, 2012 with the monthly rent of \$800.00.

The landlord's agent testified that:

- The tenants have failed to pay the August, September, October, and November, 2014 rent.
- The tenant also failed to pay the May 2014 rent, as the tenant had been given one month free rent for a landlord's Notice to End Tenancy for landlord use, however the tenant subsequently disputed the notice and did not vacate and therefore that rent is still payable.
- Therefore this time there is a total of \$4000.00 in rent outstanding.

The tenants testified that:

- The landlord's agent only took over managing this property recently, and they have been paying their rent to the landlord directly.
- They have paid the full rent for the months of August, September, October, and November, of 2014.
- They also do not believe they have to pay the May 2014 rent, because they were given a two month Notice to End Tenancy which also required that the landlord get one free month's rent.
- That Notice to End Tenancy was subsequently set aside in arbitration.

In response to the tenant's testimony, the landlord's agent had the landlord call into the call to give direct testimony.

The landlord testified that:

- The tenants have not paid any rent to him for the months of August, September, October, and November, of 2014.

### Analysis

It is my finding that the applicant/tenants have not met the burden of proving that they paid any rent for the months of August through November of 2014.

The tenants initially stated that they paid the rent directly to the owner/landlord, however when the owner/landlord came on the line to give direct testimony, he testified that he had received no money for those months.

The applicant/tenants have provided no corroborating evidence to show that they have paid any of the disputed rent.

I am therefore unwilling to cancel the Notice to End Tenancy and this tenancy ends pursuant to the Notice to End Tenancy that was issued on October 9, 2014.

Conclusion

This application to cancel a Notice to End Tenancy is dismissed and at the request of the landlord's I have issued an Order of Possession that is enforceable two days after service on the tenant's.

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: December 01, 2014

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Residential Tenancy Branch

