



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, FF

Introduction

This is an application filed by the tenant to cancel a notice to end tenancy issued for unpaid rent and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. The tenant submitted a copy of the 10 day notice dated December 22, 2014. The landlord submitted documentary evidence consisting of a copy of the 10 day notice dated December 22, 2014, a copy of a proof of service document for the 10 day notice, a copy of a tenant rental ledger, a copy of the signed tenancy agreement and a copy of a notice of a rent increase.

Issue(s) to be Decided

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

Background and Evidence

This tenancy began on June 1, 2009 on a fixed term tenancy ending on May 30, 2010 and then thereafter on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The monthly rent is currently \$664.00 payable on the 1st of each month and a security deposit of \$325.00 was paid on May 20, 2009.

Both parties submitted copies of a 10 day notice to end tenancy issued for unpaid rent dated December 22, 2014. The notice states that the tenant failed to pay rent of \$3,115.00 that was due on December 1, 2014 and has an effective end of tenancy date of January 1, 2015. The landlord has also submitted a copy of a proof of service statement dated December 22, 2014 which confirms that the notice dated December 22, 2014 was served on the same date by posting it to the rental unit door.

The tenant states, "I m disputing this note. Due to the fact that my landlord is trying to collect, damage deposit and a pet deposit which was never in my lease and damage deposit was paid 3 yrs. Ago."

The landlord has submitted a copy of a tenant rental ledger detailing the rent owed and all of the payments made from the beginning of the tenancy until this application was filed.

During the hearing, the tenant contradicted himself by stating that he was not disputing that he was in rent arrears and that his submissions in his written details on the application were a mistake as he was confused at the time. During the hearing, the landlord confirmed that the tenant is still in arrears and has not paid any rent.

Analysis

I accept the evidence of both parties and find that the tenant is not disputing that there are rental arrears based upon his direct testimony and that of the landlord's combined testimony and documentary evidence. The tenant's application is dismissed.

Conclusion

The tenant's application is dismissed.

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: January 21, 2015

Residential Tenancy Branch