



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR

Introduction

This hearing was scheduled in response to the tenant's application for cancellation of a notice to end tenancy for unpaid rent. The tenant and a person assisting him attended and gave very limited affirmed testimony. The landlord did not appear.

Through his agent, the tenant testified that he personally served the landlord with his application for dispute resolution and the notice of hearing (the "hearing package") on May 14, 2015. Based on the documentary evidence and the affirmed / undisputed testimony of the tenant, I find that the landlord has been served in accordance with sections 89 and 90 of the Act which speak, respectively, to **Special rules for certain documents** and **When documents are considered to have been received**.

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

The tenant's fluency in English is limited, and further to the application itself (attached to which is a 1 page manually written addendum which I am unable to understand in its entirety), relevant documentary evidence is limited to a 10 day notice to end tenancy for unpaid rent dated May 13, 2015, and a "Shelter Information" document issued by the relevant Ministry.

The landlord issued a 10 day notice to end tenancy for unpaid rent dated May 13, 2015. While it is unclear how the notice was served, the tenant filed his application to dispute it on May 14, 2015. A copy of the notice was submitted in evidence. The amount of rent shown as unpaid when due on March 01, 2015 is \$1,000.00. The date shown by when the tenant must vacate the unit is May 25, 2015. Clearly, the tenant has not vacated the unit, but it is unclear what rent, if any, he may have paid after the notice was served, which is specifically related to the amount shown as overdue on March 01,

2015, as documented on the 10 day notice. In his manually written addendum to the application, the tenant claims that his share of the total monthly rent of \$750.00 is \$375.00. In the absence of sufficient evidence to the contrary, I must conclude that the tenant takes the position that no rent is presently overdue.

Analysis

Based on the documentary evidence and the limited and affirmed / undisputed testimony of the tenant, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated May 13, 2015. The tenant filed an application to dispute the notice on May 14, 2015. I find there is insufficient evidence before me to enable me to reach any finding around the status of rent in this tenancy. In the result, the 10 day notice at issue is hereby set aside, and the tenancy continues uninterrupted.

Conclusion

The 10 day notice to end tenancy for unpaid rent dated May 13, 2015 is hereby set aside.

The tenancy continues in full force and effect.

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: June 29, 2015

Residential Tenancy Branch

