



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, MNDC, FF, CNR

### Introduction

This hearing dealt cross applications. The landlord is seeking an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The tenant is seeking an order to have the notice to end tenancy set aside. The tenant participated in the conference call hearing but the landlord(s) did not. The tenant presented evidence that the landlords were personally served in the presence of a witness with the application for dispute resolution and notice of hearing by on April 21, 2015. I found that the landlords had been properly served with notice of the tenants claim and the date and time of the hearing in accordance with the Act and the rules of procedure. The tenant stated that she did not receive any of the landlords' documentation for this hearing. The tenant gave affirmed evidence.

### Issues to be Decided

Is either party entitled to any of the above under the Act, regulation or tenancy agreement?

### Background and Evidence

The tenant gave the following testimony:

The tenancy began on or about September 15, 2014. Rent in the amount of \$1200.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$600.00. The tenant stated she was served with a notice to end tenancy for unpaid rent on April 11, 2015. The tenant stated that she paid the rent in full the following day. The tenant stated that the landlord told her that regardless of payment she still had to move. The tenant filed for dispute resolution to have the matter resolved. The tenant stated that she wishes to remain in the suite.

### Analysis

I accept the tenant's undisputed testimony. The tenant submitted receipts to support her position that she had paid the rent. Based on the lack of landlord evidence and that he chose not to dial in, I hereby set aside the 10 Day Notice for Unpaid Rent or Utilities dated April 11, 2015, it is of no effect or force. The tenancy continues on the original terms and conditions. The landlord has not been successful in their application.

As the tenant has been successful in her application she is entitled to the recovery of the \$50.00 filing fee. The tenant is entitled to a one time reduction of \$50.00 from her next scheduled rent payment.

### Conclusion

The tenancy continues. The 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated April 11, 2015 is set aside. The tenant is entitled to a one time reduction of \$50.00 from the next scheduled rental payment.

The landlords' 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: June 04, 2015

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Residential Tenancy Branch

