



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, MT

### Introduction

This hearing dealt with an application by the tenant seeking to set aside a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities. The landlord participated in the conference call hearing but the tenant(s) did not. As this is the tenants' application, I am satisfied that they were fully aware of today's hearing and the time it was to proceed. The landlord gave affirmed evidence. The landlord confirmed that they received the tenants' evidence and a copy of the Notice of Hearing Documents as well as the tenants' application.

### Issues to be Decided

Is the tenant entitled to have the notice to end tenancy set aside?

### Background and Evidence

The landlord gave the following testimony:

The tenancy began on or about March 1, 2015. Rent in the amount of \$500.00 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 \$200.00. The landlord stated that the tenant had only paid \$400.00 per month throughout the tenancy. The landlord stated the tenants rent was paid by "welfare". The landlord stated that she was tired of the tenant "underpaying" and wants the tenancy to end.

### Analysis

When a landlord issues a notice to end tenancy they bear the burden of proving their claim. In this case, the landlord must provide sufficient evidence to show that the tenant was falling in arrears of rental payments either through rent ledgers, bank statements or log books. The tenant submitted a “shelter information” sheet that states the rent to be paid is \$400.00. The landlord acknowledged that she signed that document. The landlord stated that the tenant was going to pay an additional \$100.00. The landlord stated that she had all the documents to prove her position including a signed tenancy agreement and a rental payment log; however she chose not to submit any of that information for this hearing. As the landlord did not submit any of that documentation, I am unable to conclude whether there is in fact a shortfall in rent payments. Based on the above and on a balance of probabilities, I hereby set aside the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities’ dated June 23, 2015. It is of no effect or force.

### Conclusion

The notice is set aside, the tenancy continues. The tenant has been successful in their application.

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: July 29, 2015

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Residential Tenancy Branch

