



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR FF

Introduction

This hearing was convened to hear matters pertaining to an Application for Dispute Resolution filed by the Tenant on October 19, 2015. The Tenant filed seeking an order to cancel a 10 Day Notice to end tenancy for unpaid rent and to recover the cost of the filing fee from the Landlord.

The hearing was conducted via teleconference and was attended by the Tenant and her Advocate. No one was in attendance on behalf of the Landlord. The Tenant provided affirmed testimony that the Landlord was personally served notice of this application and this hearing on October 20, 2015, in the presence of a witness. I accept the Tenant's submission that the Landlord was served notice of this proceeding in accordance with section 89 of the *Act* and I continued in absence of the Landlord.

Issue(s) to be Decided

Should the 10 Day Notice to end tenancy be upheld or cancelled?

Background and Evidence

The Tenant submitted that the parties entered into a written fixed term tenancy agreement which began on May 15, 2013 and is set to end on May 15, 2016. Rent of \$3,500.00 is payable on the 15th of each month. On May 15, 2013 the Tenant's spouse paid \$1,750.00 as the security deposit.

The Tenant submitted documentary evidence which included a text message from the Landlord on November 5, 2015 which states, in part, that the Tenant's spouse paid the rent and "no more 10 day notice and arbitration". The Tenant testified that the rent for October, November, and December 2015 have been paid in full.

Analysis

Given the undisputed evidence before me, in the absence of any evidence from the Landlord who did not appear despite being properly served with notice of this proceeding, I accept the version of events as discussed by the Tenant and corroborated

by her evidence. Accordingly, I grant the Tenant's application and cancel the 10 Day Notice which lists an effective date of October 25, 2015. That Notice is of no force or effect and this tenancy continues until such time as it is ended in accordance with the *Act*.

Section 72(1) of the Act stipulates that the director may order payment or repayment of a fee under section 59 (2) (c) [*starting proceedings*] or 79 (3) (b) [*application for review of director's decision*] by one party to a dispute resolution proceeding to another party or to the director.

The Tenant has succeeded with their application; therefore, I award recovery of the **\$50.00** filing fee, pursuant to section 72(1) of the Act.

Conclusion

The Tenant was successful with her application, the 10 Day Notice was cancelled, and the Tenant was awarded recovery of the \$50.00 filing fee.

The Tenant has been issued a Monetary Order for **\$50.00**. This Order is legally binding and must be served upon the Landlord. In the event that the Landlord does not comply with this Order it may be filed with the British Columbia Small Claims Court and enforced as an Order of that Court.

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 16, 2015

Residential Tenancy Branch

