



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, FF, MNR, OPR, MNSD

Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant(s), and one brought by the landlord. Both files were to be heard together; however the landlord was unable to show that she had served copies of her application for dispute resolution and notice of hearing on the tenant, and in fact states she just doesn't remember. Therefore since the tenant states that she did not receive the landlord's notice of hearing and application for dispute resolution the landlord's application will be dismissed.

The tenant's application is a request to cancel a Notice to End Tenancy that was given for nonpayment of rent, and a request for recovery of her \$100.00 filing fee.

Some documentary evidence and written arguments have been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

The parties were affirmed.

Issue(s) to be Decided

The issues are whether or not there is any rent outstanding, and whether or not to cancel or uphold a Notice to End Tenancy for nonpayment of rent.

Background and Evidence

The parties agreed that this tenancy began on December 15, 2015 with a monthly rent of \$1400.00 due on the first of each month.

The landlord testified that the tenant failed to pay the January 2016 rent and therefore on January 8, 2016, a 10 day Notice to End Tenancy was sent to the tenant by registered mail.

The tenant testified that there are three owners of the rental property and she paid her rent to the other two owners and therefore she does not owe any rent, and the Notice to End Tenancy is not valid.

In response to the tenant's testimony the landlord testified that she is the only owner of the property, the other two people had a rent to own agreement with her however they did not comply with that agreement and therefore they are not considered landlords.

Analysis

It is my finding that the tenant has found herself stuck in the middle of the dispute over the ownership of the rental property and has paid her rent to one of the people in the ownership dispute.

The parties in the dispute over the ownership of the property were in a subsequent hearing with me and in that hearing I found that the parties did have more of an interest in the property than that of the tenant, and therefore since this tenant was instructed by

one of the parties in the dispute to pay her rent to them, it is my decision that this tenant cannot be evicted by one of the other parties in the dispute over ownership of the property.

I therefore order that the Notice to End Tenancy dated January 8, 2016 is hereby canceled, as rent has been paid.

Conclusion

As stated above the landlord did not properly serve the notice of hearing and arbitration papers and therefore the landlord's application has been dismissed.

I found in favor of the tenant in her application and this tenancy continues.

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: March 08, 2016

Residential Tenancy Branch

