



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPREIT LIMITED PARTNERSHIP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, DRI, FF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “Notice”), to dispute an additional rent increase, and to recover the filing fee.

Preliminary Issues

The Tenant appeared for the hearing and provided affirmed testimony. However, there was no appearance for the Landlord during the 10 minute duration of the hearing. Therefore, I turned my mind to the service of documents by the Tenant for this hearing.

The Tenant testified that she personally served the company Landlord with notice of this hearing. In the absence of any evidence to dispute this, I accept that the Landlord was served the required documents pursuant to Section 89(1) (a) of the *Residential Tenancy Act* (the “Act”).

The Tenant explained that the Landlord had served her with the Notice dated July 5, 2016 by posting it to the Tenant’s door on the same day. The Tenant confirmed receipt of the Notice on July 7, 2016 and made her Application to dispute the Notice on July 11, 2016. The Tenant had not provided a copy of the Notice into evidence but was allowed to provide a copy after this hearing as the Landlord would have been aware of the Notice which was served by them. The Notice provided into evidence shows a vacancy date of July 18, 2016 due to \$100.56 payable on July 1, 2016.

The Tenant testified that the rental arrears being claimed by the Landlord on the Notice relate to several months of rent increase which the Tenant is alleged to have not paid. The Tenant testified that she has not received a proper notice of rent increase from the Landlord for these amounts at the time she made her Application but has since received one from the Landlord. The Tenant now seeks to cancel the Notice dated July 5, 2016.

Analysis and Conclusion

Based on the undisputed evidence before me, I find the Tenant made the Application to dispute the Notice within the five day time limit imposed by Section 46(4) of the Act. The Landlord failed to appear for the hearing and provided no documentary evidence in advance of the hearing to prove the reasons why the tenancy should end.

When a landlord serves a tenant with a Notice, the landlord bears the burden of proof. As the Landlord failed to appear for the hearing to prove the Notice, and the Tenant disputes the Notice based on an illegal rent increase, I must now cancel the Notice.

Conclusion

The Notice dated July 5, 2016 is cancelled. The tenancy will continue until it is ended in accordance with the Act. The Tenant explained during the hearing that her filing fee was waived and therefore the Tenant's Application to recover the filing fee 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: August 24, 2016

Residential Tenancy Branch