



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

On October 12, 2017, the Tenant made an Application for Dispute Resolution to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated October 5, 2017.

The matter was set for a conference call hearing. The Tenant and Landlord's agent ("the Landlord") attended the teleconference hearing.

At the start of the hearing I introduced myself and the participants. The hearing process was explained. The evidence was reviewed and confirmed received by each party. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Should the 10 Day Notice dated February 10, 2017, be cancelled?
- Is the Landlord entitled to an order of possession?

Background and Evidence

The parties testified that the tenancy began approximately 14 years ago and is a month to month tenancy. The Tenant testified that he pays the Landlord rent in the amount of \$550.00 per month.

The Landlord testified that the Tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated October 5, 2017. The Landlord testified that the Tenant has failed to pay \$202.50 for a rent increase that was to take effect on January 1, 2017.

The Landlord testified that the rent increase was in the amount of \$20.35 per month.

The Landlord indicated that a copy of the Notice of Rent Increase was sent to the Residential Tenancy Branch ("The RTB"); however, there is no record of the RTB receiving the Landlord's evidence, and I do not have a copy of the Notice of Rent Increase before me.

The Tenant testified that he never received a Notice of Rent Increase in late 2016, and he has continued to pay his rent of \$550.00 per month.

The Landlord indicated he was not the property manager at the time the Notice of Rent increase was issued to the Tenant and the Landlord could not provide any information on when or how the Notice of Rent Increase was served to the Tenant.

Analysis

Based on the evidence before me, the testimony of the parties, and on a balance of probabilities, I find that the Landlord has provided insufficient evidence that the Tenant received a Notice of Rent Increase in late 2016.

I find that the Tenant was not required to pay an additional \$20.35 per month for rent for 2017.

The 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated October 5, 2017, is set aside.

The tenancy will continue until ended in accordance with the Act.

Conclusion

The Landlord has provided insufficient evidence that the Tenant received a Notice of Rent Increase in late 2016.

The 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated October 5, 2017, is set aside.

The tenancy will continue until ended in accordance with the Act.

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 21, 2017

Residential Tenancy Branch