



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR, FF

Introduction:

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the 10 day Notice to End Tenancy dated January 25, 2018
- b. An order to cancel the 10 day Notice to End Tenancy date January 31, 2018
- c. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the 10 day Notice to End Tenancy dated January 25, 2018 and the 10 day Notice to End Tenancy dated January 31, 2018 was served on the Tenant by placing it in her mailbox. The individual landlord appeared for the hearing. I find that the Application for Dispute Resolution/Notice of Hearing was served on the corporate landlord by giving it to the secretary of the company at the office of the company. I find that the Amendment to the Application for Dispute Resolution was served on the company by mailing by registered mail to where the company carries on business on February 2, 2018. With respect to each of the applicant's claims I find as follows:

Issues to be Decided:

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the 10 day Notice to End Tenancy dated January 25 2018?
- b. Whether the tenant is entitled to an order cancelling the 10 day Notice to End Tenancy dated January 31, 2018?
- c. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence:

The tenancy began on March 1, 2017. The present rent is \$1800 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$900 at the start of the tenancy.

There is a dispute between EA and LR about the control of the company. This is a family matter and is before the Supreme Court of British Columbia. Presently, LR controls the company. However, EA testified that takeover was illegal.

LR has served the two Notices to End Tenancy on behalf of the company. He previously applied for and obtained an Order of Possession by Direct Request. A review hearing was held on February 15, 2018 and in the absence of LR the Decision and Order of Possession was set aside.

The tenant testified the rent has been paid in full and was never in arrears. EA confirms this testimony. She testified the written tenancy agreement relied on by LR is a forgery and the tenant's rent is up to date.

Analysis:

After considering all of the evidence I determined the landlord has failed to establish sufficient cause to end the tenancy. I find that the rent is \$1800 per month and it was never late. As a result I ordered that the 10 day Notice to End Tenancy dated January 25, 2018 and the 10 day Notice to End Tenancy dated January 31, 2018 be cancelled. The tenancy shall continue with the rights and obligations of the parties remaining unchanged. As the tenant has been successful with this application I ordered that the landlord(s) pay to the Tenant the cost of the filing fee in the sum of \$100 such sum may be deducted from future rent.

This decision is final and binding on the parties.

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 27, 2018

Residential Tenancy Branch