



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding FIRST UNITED CHURCH HOUSING  
SOCIETY and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, DRI

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- an order regarding a disputed additional rent increase pursuant to section 43.

Both parties attended the hearing via conference call and provided testimony. Both parties confirmed the tenant served the landlord with the notice of hearing package and the copy of the 10 Day Notice in person. The landlord claims that the tenant was served with the submitted documentary evidence. The tenant disputes service of the submitted documentary evidence. A review of the Residential Tenancy Branch Files shows no evidence uploaded. I accept the undisputed testimony of both parties and find that both parties have been served with the notice of hearing package and the tenant's documentary evidence as per sections 88 and 89 of the Act. Although the landlord has claimed that documentary evidence was uploaded to the Residential Tenancy Branch and the tenant has disputed receiving the documentary evidence, I find without any supporting evidence that the tenant was not served. I note that there is no record of any documentary upload by the landlord. On this basis, I find that the landlord did not properly serve the documentary evidence and as such it is excluded from consideration from this hearing.

At the outset, the tenant's application was clarified in that the tenant confirmed that he was not served with a notice of a rent increase. Instead the tenant has stated that the landlord is responsible for arranging the tenant's subsidized financial arrangements for his monthly rent. On this basis, I find that the tenant has incorrectly selected the

request to cancel a notice of rent increase as no such notice was issued to him. Both parties indicated that they understood and had no issues. The hearing proceeded only on the tenant's request to cancel the 10 Day Notice date June 12, 2019.

### Issue(s) to be Decided

Is the tenant entitled to an order cancelling the 10 Day Notice?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

Both parties confirmed that the landlord served the tenant with the 10 Day Notice dated June 12, 2019 which states that the tenant failed to pay rent of \$3,142.87 which was due on June 1, 2019.

The landlord provided direct testimony that he is unable to provide any details of the owed amount as stated on the 10 Day Notice dated June 12, 2019.

### Analysis

Pursuant to section 46 of the Act, a landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end tenancy effective on a date that is not earlier than ten days after the date the tenant receives the notice.

In this case, the tenant has disputed the landlord's 10 Day Notice dated June 12, 2019 and the landlord's agent has provided testimony that he is unable to provide the relevant details of the 10 Day Notice.

I find that the landlord has failed to meet his burden of proof to show that the tenants owed rent of \$3,124.87 that was due on June 1, 2019. I reached this conclusion based on the conflicting evidence of the parties as well as the landlord's inability to provide the details of the rental arrears. The 10 Day Notice dated June 12, 2019 is set aside and the tenancy shall continue.

Conclusion

The tenant's application to cancel the 10 Day Notice dated June 12, 2019 is granted.

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: July 29, 2019

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Residential Tenancy Branch