



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNR

Introduction

This Review Hearing was convened on May 22, 2024 by way of conference call which dealt with an application made by the tenant for an order cancelling a notice to end the tenancy for unpaid rent or utilities.

The tenant attended the hearing with and Advocate, and the landlord attended with the landlord's spouse. The landlord's spouse and the tenant each gave affirmed testimony, and the parties, and Advocate were given the opportunity to question each other.

The *Residential Tenancy Act* states that following a Review Hearing I may confirm, vary or set aside the original Decision and/or order(s).

Issue(s) to be Decided

The issue to be decided is: has the landlord established that the 10 Day Notice to End Tenancy For Unpaid Rent or Utilities was issued in accordance with the *Residential Tenancy Act*, or should it be cancelled?

Background and Evidence

The landlord's spouse testified that this tenancy began on January 1, 2024 and the tenant still resides in the rental unit. There is no written tenancy agreement, however rent in the amount of \$1,100.00 per month, plus 15% of utilities is due on the 1st day of each month. The tenant was supposed to pay a security deposit in the amount of \$550.00 but hasn't paid any yet. The tenant is currently in arrears of rent the sum of \$800.00, being \$200.00 for each of the months of February, March, April and May, 2024.

The landlord's spouse sent a text message to the tenant, a copy of which has been provided for this hearing, which states which shows an electronic transfer to the landlord in the amount of \$900.00 marked as "Room Rental March 2024." A reply from the

landlord states: "Thanks. The rent is \$950.00 from this month." A reply from the tenant is dated March 8, no other dates are visible. The landlord testified that the amount should be paid for the following month, which included the security deposit and balance of rent for February and March. The text was sent in March. The tenant had dinner at the landlord's home and it was well explained to the tenant. The landlord's spouse always tried to help. The tenant said that he would be there temporarily, then said he was going to stay but was ambiguous. The landlord has no security deposit and unpaid rent for February and March at that point. The tenant said he was going to move out, and only wanted 1 or 2 months accommodation with laundry and internet, and that's what the parties agreed on.

The tenant testified that the tenant is receiving income assistance, and wanted to pay half the rent of \$450.00 for a security deposit.

The tenant went to see the house on December 13, 2023 and paid \$200.00 by e-transfer. The owner asked only for \$200.00 and the tenant paid it. On January 1, 2024 the tenant moved in and paid \$900.00 by e-transfer. Every month the tenant paid \$900.00 by income support.

In March, the landlord sent a message to the tenant saying that the rent is \$950.00 for the following month. The landlord wanted to increase the rent, and wanted a student to move in and move the tenant to another unit. Then the landlord said rent would be \$1,150.00. They moved some of the tenant's belongings around, were ruthless and aggressive.

There is no written tenancy agreement, however a Shelter Information document has been provided for this hearing, wherein the landlord agreed to \$900.00 per month rent and a \$200.00 security deposit. The tenant agrees that the signature differs from the signature of the landlord on the 10 Day Notice to End Tenancy For Unpaid Rent or Utilities, but the landlord signed it. The landlord insisted on \$200.00 for the security deposit, very sweetly but tricked the tenant. The tenant put his name, birthdate in blue ink on the form only. The landlord filled in the bottom of the form and address.

The tenant told the landlord on the first day that the tenant was on income support and that the tenant could only afford was \$900.00. The government doesn't give \$1,100.00, so the tenant would not have rented at that rate. The maximum the tenant could receive from Income Assistance is \$1,035.00.

Analysis

As mentioned above, the *Residential Tenancy Act* states that following a Review Hearing I may confirm, vary or set aside the original Decision and/or order(s).

The tenant was successful in obtaining this Review Hearing after providing a copy of the text message from the landlord, which states: "Thanks. The rent is \$950.00 from this month."

The landlord's spouse explained what that text message meant, and also testified that it was well explained to the tenant in person at dinner. I find that the amounts add up, and the explanation is clear.

The agreement hinges on the Shelter Information document, that the landlord denies signing. I have reviewed the document again; it is written in handwriting of different colours. The tenant testified that he filled in his name and birthdate in blue ink and the landlord filled in the bottom and the address. However, the copy for this hearing shows the blue ink on the rental start date, amount of rent, utilities marked not included in the rent, a mark showing that the client does not share kitchen or bathroom with the owner, a security deposit in the amount of \$200.00. Those sections of the form are definitely not in the same handwriting as the landlord's name and address on the bottom of the form.

I do not accept that the landlord signed the Shelter Information form with all of the blue markings already on it. I also find that the signature of the landlord is nowhere near the signature of the landlord on the 10 Day Notice to End Tenancy For Unpaid Rent or Utilities. Therefore, I confirm the Decision and orders made on May 4, 2024.

Conclusion

For the reasons set out above, I hereby confirm the Decision and orders made on May 4, 2024.

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: May 24, 2024

Residential Tenancy Branch