



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TRINITY HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

Introduction

This hearing was convened by way of a conference call in response to a Tenant's Application for Dispute Resolution (the "Application") filed on December 8, 2016 to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "10 Day Notice").

The Tenant and the Landlord named on the Application, who was also the agent for the named corporate Landlords, appeared for the hearing and provided affirmed testimony.

The Landlord confirmed receipt of the Tenant's Application and no issues were raised with respect to the service of both parties evidence prior to this hearing. The hearing process was explained to the parties and they had no questions about the proceedings. Both parties were given a full opportunity to present their evidence, make submissions to me, and cross examine the other party on the evidence provided.

Preliminary Issues

The Landlord stated that the Tenant had failed to pay rent to the Landlord in the amount of \$368.00 for which the Tenant had been served with the 10 Day Notice by posting it to the Tenant's door on December 2, 2016.

The Tenant confirmed receipt of the 10 Day Notice on December 5, 2016. The Tenant stated that she had paid the outstanding rent to the Landlord in the form of a money order prior to the issuing of the 10 Day Notice and that there were no rental arrears in this tenancy. The Tenant stated she was in the process of obtaining evidence relating to the issuing of the money order and how the amount was cashed by the Landlord.

The Landlord stated that the Tenant had been given an opportunity prior to the issuing of the 10 Day Notice to provide them with evidence that the rental arrears had been paid but the Tenant had failed to provide any to date.

The Tenant provided evidence to show that she had initiated requests for information to be provided to her from third party organizations. However, due to privacy reasons this was taking some time. The Tenant also confirmed to me that this was a long standing tenancy which started in 2006 and that this issue has also occurred once before.

I indicated to the parties that I would consider adjourning the matter for a short period of time for the Tenant to obtain the necessary evidence to show that the rental arrears in this tenancy had been paid by the Tenant. I explained to the parties that this course of action would likely result in a fair resolution to the parties without any prejudice.

The Landlord was not in agreement to adjourning the hearing citing the fact that the Tenant had been given ample time to obtain the necessary information. The Tenant then offered in the alternative to pay the Landlord the outstanding rental arrears so that the tenancy could continue. This would then allow the Tenant as much time she needed to gather the necessary evidence to produce to the Landlord as evidence that she may have paid rent twice for this tenancy.

The Landlord was agreeable to this course of resolution. As a result, the parties agreed to withdraw the 10 Day Notice, which is no longer in effect, and that the tenancy will resume until such time it is ended pursuant to the Act.

The Tenant agreed to pay to the Landlord \$368.00 for the rental arrears on or before January 19, 2016 between the hours of 3 – 5 p.m. The Tenant is required to attend the Landlord's office during these hours and make payment to the Landlord. Once this payment is made, the tenancy will continue until it is ended pursuant to the Act. The parties were cautioned to retain evidence of payment made to meet the terms of this agreement.

If the Tenant fails to make payment by this agreed date and time, the Landlord is at liberty to issue the Tenant with another 10 Day Notice to pursue the ending of the tenancy. The Tenant is at liberty to make a claim for rent re-imbusement from the Landlord through a separate Application but was cautioned that she would bear the burden to prove with sufficient evidence that she paid rent twice in this tenancy.

Accordingly, the Tenant withdrew her Application and the parties committed to working with each other to reach resolution between them outside of the dispute resolution process. The parties confirmed their agreement and understating of resolution in this manner both during and at the end of the hearing. I made no findings of fact or law with respect to this dispute. This file is now closed.

Conclusion

The parties withdrew the 10 Day Notice dated December 2, 2016. The Tenant withdrew her Application. The tenancy will continue until such time it is 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 Act.

Dated: January 12, 2017

Residential Tenancy Branch