



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MT, CNC, CNR, MNSD, AAT, RR

Introduction

This hearing dealt with a tenant's Application for Dispute Resolution to grant more time to make an application to cancel a notice; to cancel notices to end tenancy; return of the security deposit; allow access to the unit; and a rent reduction for repairs/services not provided.

Issues(s) to be Decided

The issues to be decided are whether the tenant is entitled to cancel a Notice to End Tenancy for unpaid rent and for cause; to a monetary Order for to keep all or part of the security deposit; and reduce rent for repairs or services not provided, pursuant to sections 30, 38, 46, 47, 67, and 72 of the *Residential Tenancy Act (Act)*.

Preliminary Issue

The tenant only intended to apply to cancel a 10 Day Notice to End Tenancy for Unpaid Rent, as such the tenant agreed to amend his application to only review the one issue.

Background and Evidence

The landlord submitted into evidence the following documents:

- A copy of an Application for Tenancy dated August 26, 2009 listing two tenants;
- A copy of a Tenancy Agreement dated August 28, 2009 listing two tenants in a month to month tenancy beginning September 1, 2009 for a monthly rent of \$950.00 due on the 1st of the month. A security deposit of \$495.00 was paid on September 1, 2009;
- A copy of a Mutual Agreement to End a Tenancy completed by the landlord but unsigned by the tenant;
- A copy of a Proof of Service for a 10 Day Notice to End Tenancy for Unpaid Rent stating the notice was left with one of the tenants personally on November 2, 2009 at 7:10 p.m. and that this service was witnessed by a third party;
- Three handwritten documents alleging the landlord may have additional cause to end the tenancy including unpaid rent for November; and

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent issued November 2, 2009 with an effective vacancy date of November 12, 2009 for \$475.00 unpaid due on October 1, 2009.

In the hearing the landlord confirmed that the tenant had paid rent through a friend on October 16, 2009. During the hearing it was disclosed by the landlord that the roommate moved from this rental unit to another unit and has started a new tenancy with the landlord.

The tenant testified that he had no knowledge that the roommate was moving out and he had done so when the tenant was hospitalized. The tenant had not agreed to the removal of the roommate from the tenancy agreement.

The landlord also raised concerns that the tenant has people coming to and in some cases staying with him and she doesn't know who they are. I advised the landlord she does not have the right to know purely on the basis of being the landlord.

Analysis

As the 10 Day Notice to End Tenancy issued on November 2, 2009 stated that the tenant owed \$475.00 for October rent that had been paid on October 16, 2009, I find that the Notice to End Tenancy is ineffective.

Section 14 of the Act requires that all parties agree to any changes to the tenancy agreement. As such, in the absence of the applicant's agreement to remove the roommate from this tenancy, I advised the landlord that the roommate has potential liability for any unpaid rent as a part of this tenancy.

Conclusion

Based on the above findings, I cancel the 10 Day Notice to End Tenancy for Unpaid Rent issued on November 2, 2009 and find the tenancy in full force and effect.

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 22, 2009.

Dispute Resolution Officer