



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## DECISION

Dispute Codes MT, CNR, FF

### Introduction

This hearing dealt with the tenants' Application for Dispute Resolution seeking more time to apply to cancel a notice to end tenancy and to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the tenants only.

While the tenants' application included requesting more time to apply to cancel a notice issued on February 3, 2011 and on January 31, 2011 and the application was made within 10 days of the issuance of both notices, as such there is no need for the tenants to be granted more time. I amend their application to exclude the matter of additional time.

The tenants provided confirmation that the landlords were served with notice of this hearing via registered mail and that the packages were received by the landlords. I find the landlords have been served with notice of this hearing in accordance with the *Residential Tenancy Act (Act)*.

### Issue(s) to be Decided

The issues to be decided are whether the tenants are entitled to cancel a 10 Day Notice to End Tenancy for Unpaid Rent and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 46, 67, and 72 of the *Act*.

### Background and Evidence

As per the submission of the tenants the tenancy began on September 1, 2010 as a 1 year fixed term tenancy for a monthly rent of \$1,500.00 due on the 1<sup>st</sup> of each month and that a security deposit of \$750.00 was paid.

The tenants submitted in to evidence a copy of a letter dated December 1, 2010 from the landlords stating that the landlord wanted to serve the tenants with a 2 month notice to vacate, on the basis that the landlord intended to occupy the house on February 1, 2011.

In addition the tenants submitted a copy of a 10 Day Notice to End Tenancy for Unpaid Rent issued by the landlords on January 31, 2011 with no effective date and stating that the tenant's owed \$2,250.00 in rent and \$200.00 in utilities due on November 31, 2010. The tenants also submitted a copy of a 10 Day Notice to End Tenancy for Unpaid Rent issued on February 3, 2011 with an effective vacancy date of February 3, 2011 stating that the tenants owed \$4,000.00 in rent that was due on February 1, 2011.

The tenants acknowledge that they have not paid rent for January and February 2011 for a total outstanding of \$3,000.00. The tenants state that this is in part because of the letter issued by the landlords on December 1, 2010 stating the landlord wanted to end the tenancy because they wanted to occupy the rental and the tenants thought they were entitled to compensation in the amount of 1 month's rent.

### Analysis

In regard to the landlord's letter dated December 1, 2010, I note despite providing the landlord's intent for the rental unit the letter does not constitute a 2 Month Notice to End Tenancy for Landlord's Use as allowed under Section 49 of the *Act*, as it is not compliant with the content and form required under Section 52. I find this notice to be invalid and not compliant with the *Act*.

Further, the 10 Day Notice to End Tenancy for Unpaid Rent issued by the landlord on January 31, 2011 notes that rent that the landlord is alleging is unpaid was due on November 31, 2010. As November 31, 2010 is a date that does not or did not exist, the rent cannot be due on that date. I find this notice to be invalid.

Finally in regard to the 10 Day Notice to End Tenancy for Unpaid Rent issued by the landlord on February 3, 2011 cites that the tenants owed \$4,000.00 for rent due on February 1, 2011, however, the landlord has provided no evidence or testimony that provides an accounting for any rent owed or any documentation as to what day in the rental period rent is due. I find this notice to be invalid.

### Conclusion

For the reasons noted above, I grant the tenants their application and order the all Notices to End Tenancy issued to the tenants by the landlords to this date are not valid and they are hereby cancelled. I find the tenancy to be in full force and effect.

I find the tenants are entitled to recover the filing fee by reducing their next rental payment by \$50.00.

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: February 15, 2011.

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Residential Tenancy Branch