



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNL, CNR, RR, O

Introduction

This matter dealt with an application by the tenant to cancel a Notice to End Tenancy for Unpaid Rent, for cause and for the landlords' use of the property. The tenant also seeks an Order to reduce her rent for repairs, services or facilities agreed upon but not provided.

Service of the hearing documents was done in accordance with section 89 of the *Act*, and was sent by registered mail to the landlord on June 10, 2011. The landlord states she did not get the hearing documents until June 29, 2011 as she had been away from her home. However the landlord is still deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

Both parties appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in written form, documentary form, to cross-examine the other party, and make submissions to me. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

Preliminary Issues

The tenant has applied to cancel a One Month Notice to End Tenancy for cause and a Two Month Notice to End Tenancy for the landlords' use of the property. The tenant and landlord both confirmed that neither of these notices has been served to the tenant. Therefore, the tenant withdraws her application concerning these notices and the hearing proceeded to cancel the 10 Day Notice to End Tenancy only.

RTB Rules of Procedure 2.3 states that “if in the course of a dispute resolution proceeding, the dispute resolution officer determines that it is appropriate to do so, the Dispute Resolution officer may dismiss unrelated disputes contained in a single application with or without leave to reapply.” In this regard I find the tenants application for a rent reduction due to repairs, services or facilities agreed upon but not provided does not relate to the main body of her application which is to cancel the Notice to End Tenancy. Therefore this section of the tenants claim is dismissed with leave to reapply.

Issue(s) to be Decided

Is the tenant entitled to have the 10 Day Notice to End Tenancy cancelled?

Background and Evidence

Both Parties agree that this tenancy started on August 26, 2010. This is a verbal agreement between the parties as no written tenancy agreement has been put into place at this time. The tenant pays a monthly rent of \$1,000.00 which is due on the first day of each month. The tenant paid a security deposit of \$500.00 on August 26, 2010 and a pet deposit of \$250.00 on September 17, 2010.

The landlord testifies that she served the tenant with a 10 Day Notice to End Tenancy on June 04, 2011 because the tenant had only paid \$594.74 towards her rent for June. This left an outstanding balance of \$405.26 which is indicated on the 10 Day Notice. This Notice has an effective date of June 22, 2010 and was posted to the tenants' door. Page two of this Notice states that the tenant must pay the outstanding rent within five days or apply to cancel the Notice. The tenant paid the outstanding rent of \$405.26 on June 06, 2011.

The landlord agrees that the tenant did pay the outstanding rent on June 06, 2011.

Analysis

Both Parties agree that the tenant has paid the outstanding rent within five days as indicated on the 10 Day Notice. Therefore in doing so the tenant has effectively cancelled the 10 Day Notice and reinstated the tenancy.

Conclusion

The tenant's application is allowed. The 10 Day Notice to End Tenancy for unpaid rent dated June 04, 2011 is cancelled and the tenancy will continue.

The remainder of the tenants' application for a rent reduction is dismissed with leave to reapply.

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: June 30, 2011.

Residential Tenancy Branch