



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, RR

Introduction

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties .

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request to cancel the Notice to End Tenancy there was given for unpaid rent, and request to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided.

First of all it is my decision that I will not deal with all the issues that the applicant has put on the application. For claims to be combined on an application they must related.

Not all the claims on this application are sufficiently related to the main issue, to be dealt with together.

I therefore will deal with the request to cancel the Notice to End Tenancy and I dismiss the remaining claims with liberty to re-apply.

Background and Evidence

The landlords agent testified that:

- The rent for this rental unit is set at \$700.00 per month and he signed a shelter information form for the Ministry of social development for each of the tenants showing that each tenants portion of the rent was \$350.00.
- The tenants paid a security deposit of \$350.00 on May 15, 2011.
- The tenants paid the full rent of \$700.00 for the month of May 2011.
- The tenants only paid a \$350.00 of the rent for the month of June 2011, and therefore a Notice to End Tenancy was served for non-payment of rent.
- The tenants have failed to pay the outstanding June 2011 rent and have failed to vacate the rental unit.

The landlord therefore requested the Notice to End Tenancy be upheld and that the tenant's application be dismissed. He also requests an Order of Possession be issued.

The tenants testified that:

- The rent for this rental unit was set at \$350.00 per month total rent, as shown on the shelter information form that they have provided with their application.
- They did not fill out two shelter information forms, only one that showed two occupants.
- Therefore they have paid the full rent for the month of June 2011, and do not owe a further \$350.00.

The tenants therefore requested this Notice to End Tenancy be cancelled and that the tenancy continues.

In response to the tenant's testimony the landlord's agent further testified that:

- On the shelter information forms that they signed with the tenants the amount of total rent was written in at \$700.00, with each client's portion being \$350 per month.
- The copy of the shelter information form provided by the tenants has been altered and is not as originally filled out.

Analysis

I carefully examined shelter information document that the landlord claims was altered, and it is my finding that this document has very clearly been altered in at least two areas.

Under the clients portion of rental amount it can clearly be seen that there are lines missing from the document, as though something has been whited out and had a new number written over top. The same can be said for the area that says total rent.

I therefore conclude "on the balance of probabilities" that the document has been altered to change the client's portion of rental amount and the total rent amount.

I therefore accept the landlord's testimony that the original document stated that each client's portion was \$350.00 and that the total rent was a \$700.00.

Further, the tenants claim that the rent is only \$350.00 has only been raised at this hearing, and there is no mention of that argument on the application for dispute resolution. The only argument made on the application for dispute resolution is an argument that rent should be reduced because of the landlord's failure to make repairs that were required and agreed-upon.

Had the tenants truly believe that rent was not outstanding, I believe they would have made that argument on the original application for dispute resolution.

Therefore since the tenants have only paid \$350.00 for the month of June 2011, I am not willing to cancel this Notice to End Tenancy and at the request of the landlord I have issued an Order of Possession.

Conclusion

The application to cancel the 10 Day Notice to End Tenancy is hereby dismissed without leave to reapply and I have issued an Order of Possession to the landlord that is enforceable two days after service on the tenants.

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: July 20, 2011.

Residential Tenancy Branch