



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, CNL, O

Introduction

This matter proceeded by way of a conference call hearing, pursuant to the *Residential Tenancy Act* (the “Act”), and dealt with the Tenant’s Application for Dispute Resolution. The Tenant’s Application requested that the Notice to End Tenancy for Landlord Use and a 10 Day Notice for Unpaid Rent be cancelled.

The Landlord and Tenant attended the hearing, gave affirmed testimony and were provided the opportunity to present evidence orally and in written and documentary form, and make submissions to me.

The Landlord and the Tenant stated that they are divorced and that they have separate living quarters in the house. They do not share a kitchen or a bathroom, each party has self contained living quarters in the house.

The parties confirmed that they have a Supreme Court Judgment dated September 27, 2011. The Judgment received by the parties indicates that there is a tenancy agreement between the parties and that the husband, who is currently the Landlord, is confirmed as the sole owner of the house and a monetary award to his former wife, who is now his Tenant, was granted by the Judge.

The Judgment also provides information that indicates the Tenant is required to pay \$950.00 in monthly rent to the Landlord; however, the Tenant and Landlord are in disagreement over the amounts that the Judge has allowed to be deducted or offset from the rent. The Tenant confirmed that currently she is paying less than \$950.00 per month to the Landlord, and in some cases she is not paying at all. The Tenant states that she believes the Judgment allows her to withhold rent for child support, utilities, and the unpaid monetary order granted to her by the Judgment. The Landlord disagrees and states that she is required to pay the rent as required by the Judge’s decision and that the Tenant is misinterpreting the Judge’s decision. The Landlord has not made an Application for Dispute Resolution at this time. The Tenant indicated that she plans to seek clarification from the Supreme Court Judge about the decision.

The Landlord and Tenant clarified that the Notice the Tenant received was a 10 Day Notice to End Tenancy for unpaid rent. The Landlord indicated that he may have to sell his house at some point to satisfy the Supreme Court Judgment of September 27, 2011. The Landlord stated that the Tenant was not served with a Notice to End the Tenancy

for Landlord Use. The Landlord testified that he did not mean to serve the Tenant with the 10 Day Notice to End the Tenancy; and that service occurred in the heat of an argument. The Landlord stated and he was not ready to serve the Notice as it was not filled out correctly and was incomplete. The Landlord also stated he cannot remember what date it was that he served it. The Landlord stated that he wants the Tenant to pay the rent but he does not feel the Tenant should move out, and that the Notice should be cancelled.

I find that there is currently no Notice ending the tenancy in force or effect, and I am granting the Tenant's request that any Notices to End Tenancy issued by the Landlord prior to November 01, 2011, the date of this hearing, be cancelled.

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: November 09, 2011.

Residential Tenancy Branch