



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes AAT, CNC, CNR, LAT, OPT, 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

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 requests to cancel the Notices to End Tenancy and I dismiss the remaining claims, with liberty to re-apply.

Background and Evidence

On November 1, 2011 the tenant was personally served with a one month Notice to End Tenancy for cause.

On November 2, 2011 the tenant was served with a 10 day Notice to End Tenancy for non-payment of rent. The notice was posted on her door.

10 day Notice to End Tenancy

The tenant testified that:

- She had been in negotiations with the landlord for a rent reduction and therefore since they had not yet come to an agreement she did not pay the rent on November 1, 2011.
- After she received the Notice to End Tenancy, she offered the landlord \$400.00 towards the rent as she felt a \$200.00 reduction was justified.
- She never offered to pay the full outstanding rent of \$600.00.

The landlord testified that:

- She had been in discussions with the tenant about the possibility for rent reduction, however no agreement was ever reached, and therefore when the tenant did not pay the rent on November 1, 2011 she issued a 10 day Notice to End Tenancy the following day.
- The tenant never offered to pay the outstanding rent. She did offer to pay \$400.00 for rent; however this was a reduction that she was not willing to accept.
- She believes the Notice to End Tenancy should be upheld and is requesting an Order of Possession be issued

Analysis

It is my decision that I will not set aside the Notice to End Tenancy that was given for non-payment of rent.

The rent payable for this unit is \$600.00 per month unless the parties come to some sort of agreement to change that amount, however in this case no such agreement was ever reached.

In the absence of an agreement for rent reduction the tenant does not have the right to unilaterally reduce the rent, and therefore, since she has done so, the landlord's Notice to End Tenancy is a valid notice and this tenancy ends pursuant to that notice.

Since this tenancy is ending pursuant to the 10 day Notice to End Tenancy there is no need for me to make a finding with regards to the one month Notice to End Tenancy.

Conclusion

The tenant's application to cancel the 10 day Notice to End Tenancy is dismissed and I have issued an Order of Possession to the landlord that is enforceable two days after service on the tenant

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 24, 2011.

Residential Tenancy Branch