



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

REVIEW HEARING DECISION

Dispute Codes CNR, MNDC, FF

Introduction

A hearing was scheduled for November 14, 2011 to deal with the tenant's application to cancel a Notice to End Tenancy for Unpaid Rent and monetary claims for damage or loss under the Act, regulations or tenancy agreement. The tenant did not appear at the originally scheduled hearing and this review hearing was granted on the basis the tenant was unable to attend that hearing due to unanticipated circumstances that were beyond her control. This review hearing decision replaces the decision issued November 14, 2011 under this file number.

Preliminary issues

The parties submitted testimony and evidence that the tenant paid the outstanding rent for October 2011 within five days of receiving the 10 Day Notice to End Tenancy and that the tenancy continued. I found the 10 Day Notice had been nullified by full payment of the outstanding rent pursuant to the provisions of section 46 of the Act and that it was not necessary to consider the tenant's request to cancel the 10 Day Notice.

The tenant submitted that she had served the landlord with documents in support of her monetary claims. The landlord denied receiving supporting documents from the tenant. I reviewed the amounts identified in the details of dispute with the tenant and confirmed that the various amounts claimed pertained to two different tenancy agreements for two different rental units.

Pursuant to section 58 of the Act, a person may make an Application for Dispute Resolution in respect of the rights and obligations under a tenancy agreement that relate to the use and occupation of the rental unit or common areas. I found that co-mingling monetary claims for two different tenancy agreements for two different rental units in a single application to be contrary to the provisions of section 58 of the Act and, pursuant to section 59(5)(a) of the Act, I refused to accept the tenant's Application for Dispute Resolution with respect to the monetary claims.

The tenant is at liberty to file subsequent Application(s) for Dispute Resolution in order to meet the requirements of the Act. If the tenant chooses to file subsequent applications the tenant will be required to serve all necessary and supportive documentation upon the landlord that is pertinent to those applications.

Conclusion

The 10 Day Notice was nullified by full payment of the outstanding rent and it was not necessary to file an Application for Dispute Resolution to cancel the Notice. I refused to accept the tenant's Application for Dispute Resolution with respect to the monetary claims and the tenant is at liberty to file subsequent Application(s) for Dispute Resolution.

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: December 28, 2011.

Residential Tenancy Branch