



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNR

Introduction

This hearing was held in response to the tenant's Application for Dispute Resolution in which the tenants applied to cancel a 10 Day Notice to End Tenancy for Unpaid Rent.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

Issue(s) to be Decided

Should the 10 Day Notice to End Tenancy for Unpaid Rent issued on February 2, 2012, be cancelled?

Background and Evidence

The fixed term tenancy commenced on September 1, 2011; rent is \$950.00, due on the first day of each month.

The tenant confirmed that on February 2, 2012, they received a 10 Day Notice for Unpaid Rent, which indicated they owed \$1,320.00 in rent. The tenants disputed the Notice within 5 days of February 2, 2012.

The parties confirmed they are in a dispute over fees and strata fines and it appeared that the disputed amounts had been included as rent on the Notice ending tenancy. The landlord submitted receipts which showed that January, 2012, rent had been paid in full, by way of one payment. February rent was paid within 5 days of receipt of the Notice in 2 separate payments.

The landlord stated that the receipts did not indicate that the payments made had been accepted as rent owed; the ledger submitted as evidence reflected only strata fees, late interest fees, move in fees and by-law fines.

Analysis

Based on the receipts issued by the landlord for payments made I determined that the tenants have paid their January rent and February 2012 rent in full, within 5 days of receipt of the Notice issued on February 2, 2012; rendering the Notice invalid.

It appears that the landlord had included disputed amounts of fees and fines as unpaid rent on the 10 Day Notice ending tenancy; only unpaid rent and utilities may be included on a 10 Day Notice ending tenancy.

The parties were encouraged to attempt to resolve the issue around fines and fees.

Conclusion

The 10 Day Notice Ending Tenancy for Unpaid Rent issued on February 2, 2012, is of no force or effect.

The tenancy will continue until it is ended as provided by the Act.

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: February 29, 2012.

Residential Tenancy Branch