



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, OLC

### Introduction

This matter dealt with an application by the Tenant to cancel a Notice to End Tenancy for unpaid rent and a request for the Landlord to comply with the Act.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the "hearing package") by personal delivery on April 11, 2012. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

### Issues(s) to be Decided

1. Is the Tenant entitled to an order to cancel the Notice to End Tenancy?
2. Has the Landlord complied with the Act?

### Background and Evidence

This tenancy started on December 1, 2011 as a month to month tenancy. Rent is \$350.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$175.00 on November 11, 2011.

The Landlord said he served the Tenant with a 10 Day Notice to End Tenancy for Unpaid Rent and Utilities dated April 1, 2012. He served the Notice on April 1, 2012 by posting it on the door of the Tenant's rental unit. The Effective Vacancy Date on the Notice was April 10, 2012. The Tenant is living in the unit and the Landlord said he wants to move the Tenant out of the unit because there were three individuals renting the unit to begin with and now there is only one. The Landlord said he had three separate tenancy agreements with each of the tenants paying \$350.00 per month. The Landlord said there is only one tenant now and he is only paying \$350.00 of the \$1,050.00 per month rent for the entire unit. The Landlord said the Tenant did not pay the rent at the first of the month so the Landlord issued the Notice to End Tenancy for unpaid rent and utilities. The Landlord continued to say the Tenant did pay the rent of \$350.00 on April 27, 2012. The Landlord said he issued a receipt for the rent payment and indicated on the receipt that it was for 1/3 of the rent.

The Tenant said the Landlord returned his rent payment for April 1, 2012 to the Ministry Office on April 10, because the Landlord did not want to accept the rent payment. The Tenant submitted a copy of a letter from the Ministry Office confirming that the Landlord had returned the April 1, 2012 rent payment. The Tenant said he has now paid the rent and the Tenant provided a receipt given to him by the Landlord for the rent payment.

The Tenant also said he is concerned the Landlord is going to move two people into the unit that he does not know and the Tenant said he does not agree with this. The Tenant said he wants the Landlord to comply with the Residential Tenancy Act.

## Analysis

As the Landlord has accepted the late rent payment from the Tenant of \$350.00 and the Landlord has not indicated that payment is for “use and occupancy of the unit only” therefore the Landlord has reinstated the tenancy. As well the Landlord has not provided any evidence that the Landlord has presented the Tenant with any utility bills or receipts; therefore the Landlord has not established grounds to substantiate the Notice to End Tenancy on the grounds of unpaid utilities. Consequently I find that the Tenant has established ground to be successful in obtaining an order to cancel the 10 Day Notice to End Tenancy for unpaid rent or utilities dated April 1, 2012. I find the Landlord has reinstated the tenancy and therefore the Notice to End Tenancy dated April 1, 2012 is cancelled and the tenancy is ordered to continue as outlined in the tenancy agreement dated November 26, 2011.

With respect to the Tenant’s request for the Landlord to comply with the Act, I order the Landlord to abide by the Tenancy Agreement dated November 26, 2011. As well it is the responsibility of a Landlord to understand the Residential Tenancy Act and the responsibilities that the Act requires of a Landlord and a Tenant. I order the Landlord to comply with the tenancy agreement dated November 26, 2011 and with the Residential Tenancy Act.



# Dispute Resolution Services

Page: 3

Residential Tenancy Branch  
Office of Housing and Construction Standards

## Conclusion

The 10 Day Notice to End Tenancy for unpaid rent or utilities dated April 1, 2012 is cancelled and the tenancy is ordered to continue as stated in the tenancy agreement dated November 26, 2011.

I order the Landlord to comply with the Residential Tenancy 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*.

---

Dispute Resolution Officer