



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

This application was brought by the tenant seeking to have set aside a 10-day Notice to End Tenancy for unpaid dated June 1, 2012.

I note from the outset that the Notice to End Tenancy was served on an expired 2004 form and the copy submitted into evidence is missing pages two and four, the first of which would contain details of the unpaid rent. Therefore, given the defect in the form, I must set the Notice to End aside.

The landlords are a liberty to serve a new Notice to End Tenancy and to make application for an Order of Possession and Monetary Order if that is their wish.

In addition, I note that the amount in dispute is not simply a matter of unpaid rent, but the difference between the claimed rent arrears and an amount the landlords agree they owe to the tenant for renovation services performed. The landlords might wish to credit the portion agreed upon to the tenant's account to limit a possible future claim to the amount actually in dispute which exercise might assist the parties in resolving their differences without the need for a hearing.

The rental agreement submitted into evidence does not name the subject tenant, but two predecessors who have both since left the tenancy, one quite recently. The subject tenant is said to have resided in the rental unit for about two years and has paid rent.

The dispute also includes a disagreement over amounts owed for utilities, apparently to be paid by the subject tenant to another tenant in the rental building. The landlords might wish to consult with a Residential Tenancy Branch Information Officer for guidance on the allowable mechanisms for covering utilities payments.

Finally, the landlords might wish to be aware that there is a current standard form Rental Agreement available on the Branch website which would help them to avoid some of the errors and out-of-date provisions of the agreement submitted into evidence.

The tenant should be aware that for official communication with the landlord, as the landlord has expressly asked that he not use texting as a medium, copies of such “texted” messages might not withstand a challenge of their validity.

Conclusion

The Notice to End Tenancy dated June 1, 2012 is set aside as incomplete, but the landlords remain at liberty to issue a new Notice

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: June 21, 2012.

Residential Tenancy Branch