



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNR; CNC; FF

Introduction

This hearing dealt with the Tenants' application to cancel a *10 Day Notice to End Tenancy for Unpaid Rent or Utilities* and a *One Month Notice to End Tenancy for Cause* (the "Notices"); and to recover the cost of the filing fee from the Landlord.

The parties gave affirmed testimony at the Hearing.

It was established that the Tenant AS served the Landlord with the Notice of Hearing documents by handing the documents to her on July 24, 2012.

Issue to be Decided

Should the Notices be cancelled?

Background and Evidence

Copies of the first page of the Notices were provided in evidence.

Rent is \$400.00 per month, due on the first day of each month. The Tenant stated that \$200.00 was paid for July rent and that no rent has been paid for August, 2012. The Tenant stated that rent is paid in cash and that the Landlord does not provide receipts.

She testified that she is withholding rent until the Landlord repairs the lock on her front door. The Tenant stated that she cannot lock the door and that she has had things stolen from her, but the Landlord refuses to make the door secure.

The Landlord did not provide any submissions with respect to the Tenant's application. I could not understand what the Landlord was saying until she repeated herself a couple of times and throughout the Hearing, I had to speak very slowly and repeat myself in order to be understood by the Landlord.

Analysis

At the outset of the Hearing, I explained to the parties that the Notices were not valid notices to end tenancy because they were incorrectly filled out. The Notices did not provide the full name(s) of the Tenant(s), and the *Notice to End Tenancy for Unpaid Rent* was dated incorrectly (dated June 16, 2012 instead of July 16, 2012). Therefore, **I grant the Tenant's application to cancel the Notices. The tenancy remains in full force and effect until it is ended in accordance with the provisions of the Act.**

I caution the Tenants that rent must be paid when it is due, whether or not the Landlord complies with the Act, unless the Tenants have a right under the Act to deduct all or a portion of the rent. In this case, the Tenants have not made an application for an Order that the Landlord make repairs, nor do they have any right under the Act to withhold rent. I explained to the Tenant that I could only consider and make Orders on issues identified in her Application and that she was at liberty to apply for other orders and serve the Landlord with that Application.

I caution the Landlord that she is required under Section 32 of the Act to provide and maintain the rental unit in a state of decoration and repair that complies with the health, safety and housing standards required by law. I also caution the Landlord that she is required under Section 26 of the Act to provide the Tenants with receipts for rent paid in cash. The Landlord is also advised that she may wish to have an interpreter available to assist her at any future Dispute Resolution Hearing she attends.

The Tenant has been successful in her application to cancel the Notices, and I find that she is entitled to recover the cost of the filing fee from the Landlord. Pursuant to the provisions of Section 72 of the Act, **the Tenants may deduct the cost of the filing fee in the amount of \$50.00 from future rent due to the Landlord.**

Conclusion

The 10 Day Notice to End Tenancy for Unpaid Rent or Utilities and a One Month Notice to End Tenancy for Cause issued July 16, 2012, are both cancelled. The tenancy remains in full force and effect until it is ended in accordance with the provisions of the Act.

In recovery of the cost of the filing fee, **the Tenants may deduct \$50.00 from future rent due to the Landlord.**

I caution the Tenants that rent must be paid when it is due, whether or not the Landlord complies with the Act, unless the Tenants have a right under the Act to deduct all or a portion of the rent.

I caution the Landlord that she is required under Section 32 of the Act to provide and maintain the rental unit in a state of decoration and repair that complies with the health, safety and housing standards required by law.

I also caution the Landlord that she is required under Section 26 of the Act to provide the Tenants with receipts for rent paid in cash.

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: August 21, 2012.

Residential Tenancy Branch