



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MT, CNR

### Introduction

Some documentary evidence and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The applicant testified that the respondent(s) were served with notice of the hearing by personal service on January 12, 2013; however the respondent(s) did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is an application to cancel a notice to end tenancy, and an application for more time to dispute the notice to end tenancy.

### Background and Evidence

On January 10, 2013 the tenant received a 10 day notice to end tenancy that stated: "you have failed to pay a security deposit in the amount of \$150.00 that was due on September 1, 2012".

The tenant filed a dispute of this notice, however on January 20, 2013 the landlords withdrew the Notice to End Tenancy, stating that the security deposit has now been received, therefore there is no longer need for an order to cancel the notice.

### Analysis

The notice given by the landlord's would not have been a valid notice anyway, because a landlord cannot give a **10 day** notice to end tenancy for failure to pay a security deposit, as a **10 day** notice to end tenancy is for failure to pay rent, or utilities only.

Had the landlords wanted to end the tenancy for failure to pay a security deposit, they would have had to serve a one-month notice.

At the hearing the applicants requested that I make a finding that the security deposit collected was illegal, and order that it be returned, however I have no authority to do so on this application as the applicants did not file a request for a monetary order.

The application was only a request to cancel a notice to end tenancy and therefore my authority is limited to whether or not to cancel the notice to end tenancy and as stated above the notice has already been withdrawn.

### Conclusion

The notice to end tenancy that was in dispute has been withdrawn by the landlord, and therefore no order is required.

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: January 30, 2013

---

Residential Tenancy Branch

