



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, O, OPB, CNC, FF, LRE, MNDC, O, OLC

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This decision deals with two applications for dispute resolution, one brought by the tenants and one brought by the landlord. Both files were heard together.

First of all it is my decision that I will not deal with all the issues that the applicants have put on the applications. For claims to be combined on an application they must related.

Not all the claims on the ease applications are sufficiently related to the main issue to be dealt with together.

I therefore will deal with the landlords request for an Order of Possession based on a Notice to End Tenancy given for cause, and the tenants request to cancel the Notice to End Tenancy that was given for cause, and the tenants request for recovery of the filing fee, and I dismiss the remaining claims with liberty to re-apply.

Background and Evidence

On March 14, 2013 the landlord served the tenants with a one month Notice to End Tenancy for cause that stated “**Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so**”.

The landlord testified that:

- The tenants are breaching material terms of the tenancy agreement that are laid out in the addendum to that agreement.
- He contacted the Residential Tenancy Branch, and was informed that the addendum to the tenancy agreement was sufficient to act as a breach letter, as it laid out for the tenants what their responsibilities were.
- He therefore served the tenants with a Notice to End Tenancy for breaching those material terms.

Analysis

To give a notice under this section, the landlord is required to first give the tenants written notice that they are breaching a material term of the tenancy agreement and give them reasonable time to rectify that breach. Then if the tenants fail to rectify the breach within a reasonable time, the Notice to End Tenancy maybe given.

In this case the landlord has not given the tenants any written notice that they are breaching a material term of the tenancy agreement.

The landlord has argued that the addendum to the tenancy agreement is sufficient notification of what they are required to do, and therefore no further breach letter should be required.

It is my decision that the landlord is not correct. The addendum to the tenancy agreement lays out the responsibilities of the tenant and the landlord, however if the tenants failed to comply with the terms of that addendum, the landlord is still required to give them written notice that they are breaching a material term of the tenancy agreement and then give them reasonable time to rectify that breach, before he can give a Notice to End Tenancy.

Conclusion

Landlord's application

The landlord's application is dismissed in full without leave to reapply.

Tenant's application

The 1 month Notice to End Tenancy dated March 14, 2013 is hereby canceled and this tenancy continues.

I further order that the landlord bear the \$50.00 cost of the filing fee paid by the tenants. The tenants may therefore make a 1 time deduction of \$50.00 from future rent payable to the landlord.

As stated previously, the remainder of the tenant's claims are dismissed with leave to reapply.

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: April 22, 2013

Residential Tenancy Branch

