



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNR

Introduction

This hearing was held in response to the tenant's Application for Dispute Resolution in which the tenant has applied to cancel a 10 Day Notice to End Tenancy for Unpaid Rent.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony evidence and to make submissions to me. I have considered all of the evidence and testimony provided.

Issue(s) to be Decided

Should the 10 Day Notice to End Tenancy for Unpaid Rent issued on May 7, 2013 be cancelled?

Background and Evidence

The tenancy commenced on June 1, 2008. Rent is 100% geared to income and is due on or before the 1st day of each month.

The parties confirmed that the landlord has been willing to make multiple adjustments to the tenant's rent owed, at times at on an almost monthly basis, to reflect the fluctuations in the tenant's income. These frequent rent adjustments resulted in back-dating of amounts owed between March and May 2013, once the tenant submitted requested supporting documents on June 5, 2013.

The parties agreed that rent owed is currently \$283.00 per month; that there is \$403.89 rent arrears; although effective May 4, 2013 the tenant had a credit owed for May rent in the sum of \$171.00.

The landlord said that they would withdraw the Notice issued on May 7 2013. The tenant was warned that the landlord will no longer allow frequent income adjustments and that the tenant can expect clarification on the process of rent adjustments that will be considered.

The tenant understands that payment of any rent arrears is at the discretion of the landlord and that rent is owed, in full, on or before the first day of each month. The landlord is at liberty to issue a Notice ending tenancy should rent not be paid in full by the first day of each month.

Therefore, based on the landlord's withdrawal of the Notice, pursuant to section 63(2) of the Act, I find that the Notice issued on May 7, 2013 is of no force and that the tenancy will continue until it is ended in accordance with the Act.

Conclusion

The tenant wishes to remain in the rental unit and the landlord has withdrawn the Notice ending tenancy. The tenancy will continue until it is ended in accordance with the 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*.

Dated: June 13, 2013

Residential Tenancy Branch

