



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Treaty Developments Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

This was a hearing with respect to the landlord's application for an order for possession and a monetary order. The hearing was conducted by conference call. The landlord's representative and the named tenant called in and participated in the hearing.

### Issue(s) to be Decided

Is the landlord entitled to an order for possession pursuant to a Notice to End Tenancy for unpaid rent?

Is the landlord entitled to a monetary award and if so, in what amount?

### Background and Evidence

The landlord served the tenant with a 10 day Notice to End Tenancy for unpaid rent by posting it to the door of the rental unit on August 2, 2013. The Notice claimed that the tenant failed to pay rent in the amount of 2,173.30 that was due on August 1, 2013. The monthly rent is \$716.10 and the landlord said that the amount stated in the Notice included arrears that were due. At the hearing the landlord's representative testified that the tenant has paid all the outstanding arrears, but the landlord's representative requested an order for possession because the amount set out in the Notice to End Tenancy was not paid within five days from the date that the tenant received the Notice to End Tenancy.

### Analysis

During the hearing I determined that the amount stated as due on August 1, 2013 actually included the rent for September and overstated the amount that was due on August 1, 2013. I find that the Notice to End Tenancy is invalid because it did not

correctly state the amount that must be paid by the tenant to cancel the Notice to End Tenancy. Because the Notice to End Tenancy is invalid the landlord is not entitled to an order for possession and the tenancy will continue until ended in accordance with the *Residential Tenancy Act*. The landlord's application is dismissed.

The tenant has been late paying rent on several occasions. And it was explained to him during the hearing that if there is a further late payment of rent, the landlord will be at liberty to issue a one month Notice to End Tenancy for repeated late payment of rent.

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: September 23, 2013

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Residential Tenancy Branch

