



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 was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy for unpaid rent - Section 46;
2. An Order cancelling a notice to end tenancy for cause – Section 47; and
3. An Order to recover the filing fee for this application - Section 72.

The Tenant and Landlord were each given full opportunity to be heard, to present evidence and to make submissions. The Tenant states that no notice to end tenancy for cause has been received and that this claim was made in error.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the Tenant entitled to a cancellation of the notice to end tenancy?

Background and Evidence

The following are undisputed facts: The tenancy started on December 1, 2013. Rent of \$2,100.00 was payable monthly until the Tenant obtained an order for a rent reduction of \$425.00 in a previous Decision dated March 25, 2013. This Decision provides a continuing rent reduction until “the parties agree that the situation has been resolved or the landlord has obtained an order from an arbitrator . . . ”

The Landlord states that the Tenant reduced rent by \$425.00 for November 2013 despite agreeing that the Tenant was satisfied that the situation was resolved. The Landlord provides a copy of a letter from the Tenant dated October 22, 2013 as evidence of the Tenant's agreement. The Landlord states that he attended the Residential Tenancy Branch to obtain an interpretation of the Tenant's letter to confirm the Landlord's interpretation of the letter. The Landlord states that as the Tenant failed to pay the full rent for November 2013, a 10 day notice to end tenancy for unpaid rent (the "Notice") was served on the Tenant.

The Tenant states that the letter was sent to the Landlord in response to a letter from the Landlord setting out the Landlord's intention to install a fireplace. The Landlord agrees that this letter was sent to the Tenant. The Tenant states that the Tenant's response letter was not an agreement, that the Landlord has met the conditions placed on him, nor is the Tenant satisfied that the conditions have been met.

Analysis

Section 26 of the Act provides that a tenant must pay rent when it is due under the tenancy agreement unless the tenant has a right under this Act to deduct all or a portion of the rent. I have reviewed the Tenant's letter and find that given the context provided by the undisputed evidence of the Parties, the letter cannot be interpreted as claimed by the Landlord. I find that even without the context, the letter could be interpreted as either an agreement or as not an agreement. This variance in interpretation is bolstered by the Landlord's evidence that he sought out additional opinions on the meaning of the letter. If the Landlord was unclear, the Landlord should have sought clarity from the Tenant. An agreement between the Parties should ideally be signed by both Parties. A letter from the Tenant, if to be taken as an agreement, must be clearly and unambiguously stated. As the Landlord has not provided evidence that the Tenant was not entitled to make a continuing rent reduction, I find that the Notice is invalid and that the Tenant is entitled to a cancellation of the Notice. The tenancy continues.

As the Tenant has been successful with its application, I find that the Tenant is entitled to recovery of the **\$50.00** filing fee and I order the Tenant to reduce future rent payable by this amount.

Conclusion

The Notice is not valid and is cancelled.

I order the Tenant to reduce future rent payable by \$50.00 in full satisfaction of the claim.

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: December 03, 2013

Residential Tenancy Branch

