



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Bayside Property Services Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

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

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions. At the onset of the Hearing the Landlord confirmed that all rents have been paid by the Tenant and withdraws the claims for unpaid rent and retention of the security deposit.

### Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

### Relevant Background and Evidence

The tenancy started on February 28, 2008. On March 4, 2014 the Landlord served the Tenant with a 10 day notice to end tenancy for unpaid rent of \$130.00 (the “Notice”). The Landlord submits that the rent payable at the time of the service of the Notice was \$840.00 and increased as of April 1, 2014 to \$858.00. The Landlord states that the Tenant had a rental shortfall for a number of months between November 2013 and March 2014. The Landlord had difficulties identifying which months had a shortfall or

how the amount of unpaid rent set out on the Notice was calculated but eventually stated that \$120.00 was the correct amount of shortfall and that this amount included a shortfall for each month in 2014 to and excluding April 2014. The Tenant submits that all rents were paid in 2014 with no shortfall. The Tenant submits that the rent is paid directly to the Landlord from a government and agency source and that the amount that was outstanding arose from an error in the previous rental year due to the Landlord not providing the government and agency notice of a rent increase. The Tenant submits that the error was corrected by the government and agency as soon as they were notified and able to confirm the error.

### Analysis

Section 46 of the Act provides that a landlord may end a tenancy if rent is unpaid by giving the Tenant a notice to end tenancy. Section 68(2)(b) of the Act provides that a notice that does not comply with the Act may be set aside. Given the Landlord's confused and conflicting evidence as to the amounts calculated as unpaid rent and given the evidence that the unpaid rent was less than the amount indicated on the Notice, I find that the Notice does not comply with the Act as it does not identify the correct amount of rent due and I set aside the Notice. As the Notice has been set aside and all rents have been paid, I dismiss the Landlord's application.

### Conclusion

The Landlord's application is dismissed. 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: May 06, 2014

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Residential Tenancy Branch

