



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, CNR, OLC, RR, FF

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the 10 day Notice to End Tenancy was sufficiently served on the Tenants. Further I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlord by mailing, by registered mail to where the landlord carries on business on September 15, 2014. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenants are entitled to an order cancelling the 10 day Notice to End Tenancy dated September 5, 2014?
- b. Whether the tenants are entitled to a repair order?
- c. Whether the tenants are entitled to recover the cost of the filing fee?

Background and Evidence

The written tenancy agreement provided that the tenancy would start of September 1, 2014. The rent was \$850 per month payable in advance on the first day of the month. The tenants paid a security deposit in the sum of \$425.

There was a miscommunication between the manager of the building and the head office of the landlord. The head office thought the tenants had failed to pay the rent and served a 10 day Notice to End Tenancy as a result. In fact the rent had been paid. The landlord acknowledged the 10 day Notice to End Tenancy was void and that the rent is ongoing.

Analysis

As a result I ordered that the 10 day Notice to End Tenancy dated September 5, 2014 be cancelled. The tenancy shall continue with the rights and obligations of the parties remaining unchanged. I dismissed the application for a repair order as the tenants failed to lead evidence to present this claim. **I ordered that the landlord pay to the tenant the sum of \$50 for the cost of the filing fee as the tenants have been successful in this application such sum may deducted from future rent.**

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

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: October 31, 2014

Residential Tenancy Branch

