



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes

CNR CNL MNDC RP

### Introduction

This hearing dealt with the tenant's application to cancel two notices to end tenancy, as well as for monetary compensation and an order for repairs. The tenant and the landlord participated in the teleconference hearing.

At the outset of the hearing, the tenant stated that she was planning to vacate the rental unit by January 31, 2105, the effective date of the notice to end tenancy for landlord's use. The tenant stated that she was not disputing that notice, only "the way they were going about it."

I informed the parties that the notice to end tenancy for unpaid rent took precedence, and I only heard evidence on that issue. I will address the remainder of the tenant's application in the conclusion of my decision.

Both parties were given full opportunity to give affirmed testimony and present their relevant evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Is the notice to end tenancy for unpaid rent valid?

### Background and Evidence

On December 2, 2104 the landlord served the tenant with two notices to end tenancy: one for unpaid rent of \$550 due on December 1, 2014 and the other for landlord's use.

The landlord stated that in November 2014 the tenant had left a voicemail message for the landlord, in which the tenant threatened that she would not pay December rent. The tenant did not pay rent on December 1<sup>st</sup>, so on December 2, 2014 they served the tenant with a notice to end tenancy for unpaid rent. The landlord stated that on December 19, 2014 the tenant paid the landlord \$525, and stated that she withheld \$25 because the landlord had overcharged her for the pet deposit. The landlord stated that they did not require the tenant to pay rent for January 2015 because she is entitled to compensation equivalent to one month's rent pursuant to the

notice to end tenancy for landlord's use. The landlord requested an order of possession effective "as soon as possible."

The tenant stated that on December 2, 2104 she knocked on the landlord's door and called them so that she could pay the rent, but they would not answer. The tenant stated that it was cash, so she couldn't leave it in the mailbox. The tenant stated that she made repeated efforts, "every day, at first," to pay the landlord the rent. The tenant stated that she withheld \$25 because the landlord charged her \$300 for a pet deposit, which exceeds the maximum permissible pet deposit.

### Analysis

I find that the landlord did not clearly communicate to the tenant that they were still intending to end the tenancy pursuant to the notice to end tenancy for unpaid rent, and therefore the landlord reinstated the tenancy. I therefore find the notice to end tenancy for unpaid rent is not valid.

The tenant stated that she was not disputing the notice to end tenancy for landlord's use, and she was moving out on January 31, 2015 pursuant to that notice. The landlord requested an order of possession in the hearing. Accordingly, I dismiss the tenant's application to cancel the notice to end tenancy for landlord's use, and I grant the landlord an order of possession effective January 31, 2014.

### Conclusion

I grant the landlord an order of possession effective January 31, 2015. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

As the tenancy is ending, I dismiss the tenant's application for repairs. The tenant's application for monetary compensation is dismissed with leave to reapply.

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: January 8, 2015

---

Residential Tenancy Branch

