



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an order of possession based on unpaid rent of \$50.00 and for a monetary order for unpaid rent.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Preliminary Matters

This Application originated as a Direct Request proceeding, but was adjourned to a participatory hearing by an Interim Decision made on April 13, 2015. I note that the Adjudicator writes in the Interim Decision that the \$50.00 sought by the Landlords in their Direct Request Application may have been awarded to the Tenant for the filing fee for the cost of a previous Application made by the Tenant.

In a previous hearing between the parties, the file number for which is referenced on the front page of this Decision, the Tenant was awarded \$50.00 for the filing fee for the cost of that Application, as the Tenant succeeded in having a One Month Notice to End Tenancy set aside.

Issue(s) to be Decided

Has the Tenant breached the Act or tenancy agreement, entitling the Landlords to an order of possession and monetary relief?

Background and Evidence

As set out above, the Tenant was awarded \$50.00 for the filing fee for the cost of his Application in a previous dispute between the parties. The order from the previous Decision is clear that the Tenant was allowed to deduct \$50.00 from one month of rent.

The Landlord's allege they did not get a copy of the decision from the previous hearing. However, I note that the Adjudicator who reviewed the Direct Request pointed out to the Landlords that the Tenant may have been allowed to deduct \$50.00 from one month of rent as a result of the previous hearing.

The Tenant testified today that he deducted the \$50.00 from one month of rent, as he was allowed to do this in the previous decision.

I also note that there is a great deal of acrimony between the parties over such issues as when and how the rent should be paid. This was in issue in the previous hearing as well.

In the previous decision, as well as the hearing that took place before me, it was suggested to the Tenant that he provide post-dated cheques to the Landlords in order to avoid the apparent confusion that occurs every month when rent is due. This would also avoid the accusations of the Landlord that rent is constantly late. Nevertheless, the Tenant seemed reluctant to do so.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I find that the Tenant has not breached the Act. I find that the Tenant was allowed to deduct \$50.00 from rent for one month and did so.

Therefore, I find the 10 day Notice to End Tenancy issued on March 24, 2015, is not valid. As a result I dismiss the Application of the Landlords, without leave to apply on this particular 10 Day Notice to End Tenancy again.

Conclusion

The Tenant was not in breach of the Act.

The Tenant was allowed to deduct \$50.00 from one month of rent due to an order made in a previous hearing.

Therefore, the 10 day Notice to End Tenancy dated March 24, 2015, is not valid and I dismiss the Application of the Landlords on this particular Notice without leave to reapply.

I note that the Landlords are **NOT** entitled to recover the filing fee for the cost of the Application.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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: June 02, 2015

Residential Tenancy Branch

