



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PACIFICA HOUSING ADVISORY ASSOC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MT CNR MNDC MNSD

This hearing dealt with the tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act"), seeking more time to make an application to dispute a Notice to End Tenancy, to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "10 Day Notice"), for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to return all or part of the pet damage deposit or security deposit.

The tenant and two agents for the landlord (the "agents") attended the teleconference hearing. The parties provided affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

The tenant confirmed that he received the documentary evidence from the landlord and that he had the opportunity to review that evidence prior to the hearing. The tenant submitted a copy of the 10 Day Notice dated June 29, 2015 but did not submit a copy of the tenancy agreement. Both parties confirmed that they had the 10 Day Notice before them during the hearing. I find the parties were served in accordance with the *Act*, as a result.

Preliminary and Procedural Matters

Although the tenant applied for more time to make an application to dispute a Notice to End Tenancy, I find that that portion the tenant's application was not necessary, as the tenant did apply within the 5 day timeline provided for pursuant to section 46 of the *Act*.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the tenant indicated several matters of dispute on the Application for Dispute Resolution, the most urgent of which is the application to set aside the 10 Day Notice. I find that not all the claims on this Application for Dispute Resolution are sufficiently related to be

determined during this proceeding. I will, therefore, only consider the tenant's request to set aside the Notice to End Tenancy at this proceeding. The balance of the tenant's application is dismissed, with leave to re-apply. The tenant is reminded that if he is applying in relation to something contained in the tenancy agreement, to submit a copy of the tenancy agreement in evidence.

Issue to be Decided

- Should the 10 Day Notice dated June 29, 2015 be cancelled?

Background and Evidence

The parties agreed that a month to month tenancy agreement began on February 1, 2015 and that while market rent is \$750 per month, the tenant's rent is subsidized and that tenant's portion of the monthly rent is \$435 per month and due on the first day of each month.

The tenant stated that a 10 Day Notice dated June 29, 2015 was served on him on July 7, 2015, which he disputed on July 7, 2015, which is within the 5 day timeline provided for under section 46 of the *Act*. The agents did not dispute that the tenant was served on July 7, 2015.

The agents confirmed that on the 10 Day Notice, it indicates that \$240 was owed by the tenant due June 1, 2015. The tenant and agents agreed that there was no money owing in relation to the \$240 amount in question as of July 1, 2015 as listed on the 10 Day Notice.

Analysis

Based on the documentary evidence and the oral testimony provided during the hearing, and on the balance of probabilities, I find the following.

10 Day Notice issued by landlord – Section 46(4) of the *Act* states that if the overdue rent is paid within 5 days after receiving the 10 Day Notice, the 10 Day Notice has no effect. Given the above, **I cancel** the 10 Day Notice dated June 29, 2015 as I find the amount of \$240 was not owing as of the date the 10 Day Notice was served on July 7, 2015. As a result, the 10 Day Notice dated June 29, 2015 is of **no force or effect**.

I ORDER the tenancy to continue until ended in accordance with the *Act*.

Conclusion

The 10 Day Notice dated June 29, 2015 has been cancelled and is of no force or effect. The tenancy has been ordered to continue until ended in accordance with the *Act*.

This decision is final and binding on the parties, unless 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: August 24, 2015

Residential Tenancy Branch

