



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNDC, MNR, MNSD, OPR, CNR

Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant, and one brought by the landlord. Both files were heard together.

The tenant's application is a request to cancel a Notice to End Tenancy that was given for nonpayment of rent.

The landlord's application is a request for an Order of Possession based on a Notice to End Tenancy, a request for a monetary order for \$18,350.00, and a request to retain the full security deposit towards the claim.

Issue(s) to be Decided

First of all it is my decision that I will not deal with all the issues that the landlord has put on her application. For claims to be combined on an application they must related.

Not all the claims on the landlord's application are sufficiently related to the main issue to be dealt with together.

I therefore will deal with landlords request for an Order of Possession based on a Notice to End Tenancy for nonpayment of rent, and the landlords request for outstanding rent. I dismiss the landlords remaining claims with liberty to re-apply.

Background and Evidence

The parties agree on the following:

- This tenancy began on October 1, 2012 with a monthly rent of \$1950.00 due on the first of each month.
- The tenant paid a security deposit of \$975.00.
- A 10 day Notice to End Tenancy was posted on the tenant's door on September 6, 2015.
- The tenant paid the full outstanding September 2015 rent within the five day grace period and therefore the ten-day Notice to End Tenancy is void.

The landlord testified that the tenant has now also failed to pay the October 2015 rent and November 2015 rent of \$1950.00 per month for a total of \$3900.00 and therefore they landlord is requesting a monetary order for that outstanding rent and recovery of her \$50.00 filing fee.

The tenant testified that he does not dispute the landlords claim and agrees that, at this time, there is a total of \$3900.00 in rent outstanding, which he hopes to pay as soon as possible.

Analysis

As stated above, the ten-day Notice to End Tenancy is void because the tenant paid the outstanding rent within the five day grace period allowed under section 46 of the Residential Tenancy Act.

Section 46(4)(a) of the Residential Tenancy Act states:

46(4) Within 5 days after receiving a notice under this section, the tenant may pay the overdue rent, in which case the notice has no effect.

Therefore there is no need for me to deal with the tenant's application to cancel the notice, and since the notice is void I deny the landlords request for an Order of Possession based on that notice.

I will however allow the landlords request for outstanding rent totaling \$3900.00 and recovery of her \$50.00 filing fee, because the tenant does not dispute this claim.

Conclusion

I have issued an order for the respondent/tenant to pay \$3950.00 to the landlord.

I make no order regarding the security deposit because, for now, this tenancy will continue and therefore the security deposit remains in place.

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: November 09, 2015

Residential Tenancy Branch

