



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 353806 BC Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Codes: CNR

Introduction:

This was an application by the tenant to cancel a Notice to End the Tenancy for non-payment of rent dated February 5, 2016. A hearing was conducted in the presence of both parties

Issues: Is the tenants entitled to any relief?

Background and Evidence:

Based on the evidence of the landlord's agent I find that the Notice to End a Residential Tenancy was served in person on the tenant on February 8, 2016 by posting it to the tenant's door on February 5, 2016. Service of the Application for Arbitration/Notice of Hearing was admitted.

The landlord's agent testified that the amount of "rent" specified on the Notice to End the Tenancy as unpaid; \$ 269.00 represented a charge to the tenant for the repair of her door damaged by the police when they forcibly entered in response to a call from a crisis line. The landlord's agent confirmed that all rent has been paid and there are no outstanding arrears of rent.

The tenant requested that the Notice be cancelled.

Analysis:

Section 46 of the Act states as follows:

Landlord's notice: non-payment of rent

46 (1) A landlord may end a tenancy if **rent** is unpaid on any day after the day it is due, by giving notice to end the tenancy effective on a date that is not earlier than 10 days after the date the tenant receives the notice.

(2) A notice under this section must comply with section 52 [*form and content of notice to end tenancy*].

(3) A notice under this section has no effect if the amount of rent that is unpaid is an amount the tenant is permitted under this Act to deduct from rent.

I find that the amount specified as unpaid rent was not “rent.” Furthermore by the landlord agent’s own admission there was not any outstanding rent at the time of issuance of the Notice or to date. Accordingly I find that the Notice is invalid and of no effect.

Conclusion:

I have found that the Notice to End the Tenancy for non-payment of rent dated February 5, 2016 is invalid and of no effect. I Order that the tenancy is continued.

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: March 29, 2016

Residential Tenancy Branch