



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MNDC, RR

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 46;
2. A Monetary Order for compensation - Section 67; and
3. An Order for a rent reduction - Section 65.

The Landlords and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Preliminary Matter

At the onset of the hearing the Tenant asked for an adjournment in order to obtain a 3rd party report necessary for her claim in relation to the rent reduction and compensation. The Tenant confirms that these matters are independent of the notice to end tenancy.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure provide that claims made in an application must be related to each other and where they are not they may be dismissed with leave to reapply. As the claims in relation to the rent reduction and compensation are not related to whether the tenancy ends, I find that instead of adjourning the entire proceeding for unrelated claims, I may dismiss these claims with leave to reapply. The Tenant may make another application in relation to these claims in the future.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the Tenant entitled to a cancellation of the notice to end tenancy?

Background and Evidence

The tenancy started on December 2012. Rent of \$550.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$275.00 as a security deposit. On May 7, 2016 the Landlord served the Tenant with a 10 day notice to end tenancy for unpaid rent

(the "Notice"). The amount of unpaid rent indicated on the Notice is \$1,650.00 due May 1, 2016.

The Landlord states that the Tenant only owes \$5.00 for March 2016, \$25.00 for April 2016 and \$25.00 for May 2016. The Landlord states that the Tenant also shorted the rent for Jun 2016 by \$25.00. The Tenant does not dispute owing \$55.00 in rent to and including May 2016 and states that no monies are owed for June 2016. The Tenant states that payment of the \$55.00 has not been made as the Tenant was waiting for the outcome of the hearing.

Analysis

Section 46 of the Act provides that a landlord may end a tenancy if rent is unpaid. Section 52 of the Act provides that in order to be effective to end a tenancy the notice to end tenancy when given by a landlord must, inter alia, state the grounds for ending the tenancy. Based on the Landlord's evidence the grounds for ending the tenancy is unpaid rent of \$55.00, not unpaid rent of \$1,650.00. As a result I find that the Notice is not valid and that the Tenant is entitled to a cancellation of the Notice. The tenancy continues. The Tenant was cautioned to pay the outstanding rent immediately as the Landlord is at liberty to issue a correct notice to end tenancy.

Conclusion

The Notice is cancelled and of no effect.

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: June 13, 2016

Residential Tenancy Branch