



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, OLC, RP, RR, CNC, MNDC

Introduction

This is an application brought by the tenant(s) requesting an Order canceling a Notice to End Tenancy that was given for cause, requesting a monetary Order for \$5900.00, disputing a rent increase, requesting an Order for the landlord to comply, requesting an Order for the landlord to make repairs, and requesting an Order for reduction of rent.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

Issue(s) to be Decided

First of all it is my decision that I will not deal with all the issues that the applicants have put on this application.

Section 2.4 of the rules of procedure states:

Claims made in the application must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

In this case it is my finding that not all the claims on this application are sufficiently related to the main issue to be dealt with together.

I therefore will deal with the most urgent issue, which is the request to cancel a Notice to End Tenancy, and I dismiss the remaining claims with liberty to re-apply.

Background and Evidence

This tenancy began on May 1, 2016 with a monthly rent of \$3450.00, due on the first of each month.

On August 29, 2016 the landlord served the tenants with a one-month Notice to End Tenancy giving the following reason:

- Tenant is repeatedly late paying rent.

On the Notice to End Tenancy the landlord wrote under the Details of The Cause:

- The tenant is repeatedly paid rent late, rent was paid late for May, June, July 2016.

The tenants testified that their rent has always been paid on time except for August 2016. The tenants further stated that in the tenancy agreement the landlord had stated that his preferred method of payment was E-transfer; however their bank only allows them to transfer \$3000.00 per day, and therefore since the rent was more than \$3000.00, they transferred \$3000.00 on the first of the month, and the remainder was transferred on the second of the month.

The tenants further testified that the landlord was fully aware of their \$3000.00 limit and had no problem with it prior to them applying for dispute resolution. They therefore believe that the Notice to End Tenancy should be canceled and that their tenancy should continue.

The landlord testified that after speaking to the Residential Tenancy Branch, he believed that he did have grounds to end the tenancy for repeated late rent payments; however he later realized that he did not as he has been allowing the tenants to pay the rent in two payments since the beginning of the tenancy, due to the \$3000.00 limit imposed by their bank for E-transfers.

The landlord further testified that, although he's never given the tenants any written withdrawal of the Notice to End Tenancy, he had verbally informed them he was withdrawing the notice.

Analysis

It is my finding that since the landlords preferred method of rent payment is by e-mail money transfer, and since the landlord is aware of the tenants \$3000.00 per day limit for e-mail money transfers, it is reasonable for the landlord to expect that the rent would be paid in two installments, \$3000.00 on the first of the month, followed by the remainder of the rent on the second of the month.

Further, since the landlord is now saying that he had withdrawn the Notice to End Tenancy, although nothing was ever given to the tenants in writing, it is my decision that I will cancel the Notice to End Tenancy, and this tenancy continues.

Conclusion

The section 47-1 month Notice to End Tenancy, dated August 29, 2016, is hereby canceled and this tenancy continues.

As stated above, the remaining claims on the application for dispute resolution are dismissed with leave to reapply.

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: October 03, 2016

Residential Tenancy Branch