



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

Tenant's Application made April 17, 2017: MNDC; OLC; PSF; RR; FF  
Amended May 2, 2017, to include: CNR; CNL

### **Introduction**

This is the Tenant's Application for Dispute Resolution. Initially, the Tenant sought compensation for damage or loss under the Act, Regulation or tenancy agreement; an Order that the Landlord comply with the Act, Regulation or tenancy agreement; an Order that the Landlord provide services or facilities; a rent reduction; and to recover the cost of the filing fee from the Landlord. The Tenant amended her Application on May 2, 2017, to include a request to cancel two notices to end tenancy.

Both parties signed into the teleconference and gave affirmed testimony at the Hearing. The Landlord acknowledged receipt of the Tenant's Notice of Hearing documents, the amended Application and copies of her documentary evidence. The Tenant stated that she did not receive a copy of the Landlord's documentary evidence, which was a one page letter dated May 8, 2017, entitled "To Whom it May Concern". The Landlord stated that he believed a family member served the Tenant with the letter, but he did not know when it was served. I invited the Landlord to provide oral testimony with respect to its contents.

The parties attempted to come to a settlement agreement, but were unsuccessful.

Rule 2.3 of the Rules of Procedure provides:

#### **2.3 Related issues**

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.

I find that the claims made on the Tenant's amended Application are not sufficiently related. Therefore, I dismissed the Tenant's claims for compensation for damage or

loss under the Act, Regulation or tenancy agreement; an Order that the Landlord comply with the Act, Regulation or tenancy agreement; an Order that the Landlord provide services or facilities; and a rent reduction **with leave to reapply**.

The Hearing continued with respect to her request to cancel the notices to end tenancy.

### **Issue(s) to be Decided**

Should the 10 Day Notice to End Tenancy for Unpaid Rent and the 2 Month Notice to End Tenancy for Landlord's Use of Property be cancelled?

### **Relevant Background and Evidence**

Monthly rent is currently \$900.00, due on the first day of each month. The parties agreed that the tenancy is a fixed term tenancy, ending on July 31, 2017.

On February 7, 2017, the Landlord issued a 2 Month Notice to End Tenancy for Landlord's Use of Property, and served the Tenant with this Notice on February 8, 2017.

On May 1, 2017, the Landlord's agent issued a 10 Day Notice to End Tenancy for Unpaid Rent. This Notice was provided to the Tenant on May 1, 2017. The Notice indicates that the Tenant failed to pay rent in the amount of \$900.00 that was due on May 1, 2017.

### **Analysis**

A landlord may not end a fixed term tenancy for his own use before the end of the term. Therefore, I find that the 2 Month Notice to End Tenancy is not a valid notice to end the tenancy and it is cancelled.

Monthly rent is due on the 1<sup>st</sup> day of each month. Rent may be paid up to midnight on the day that it is due. The 10 Day Notice was issued and served on the first day of May, before rent was overdue. Therefore, I find that the 10 Day Notice to End Tenancy is not a valid notice to end the tenancy and it is cancelled.

The Landlord is at liberty to issue another 10 Day Notice to End Tenancy for Unpaid Rent for the month of May, 2017, if he so desires.

The Tenant's application to cancel the Notices has been successful and therefore I find that she is entitled to recover the cost of the **\$100.00** filing fee from the Landlord. This amount may be deducted from rent due to the Landlord.

## **Conclusion**

The 2 Month Notice to End Tenancy for Landlord's Use of Property issued February 7, 2017, and the 10 Day Notice to End Tenancy for Unpaid Rent issued May 1, 2017, are both cancelled. The tenancy will continue until it is ended in accordance with the provisions of the Act.

The Tenant may deduct **\$100.00**, representing recovery of the cost of the filing fee, from rent due to the Landlord. **In the alternative**, the Tenant may serve the Landlord with the enclosed Monetary Order, which may be enforced in the Provincial Court of British Columbia (Small Claims Court). If the Tenant deducts \$100.00 from rent, the enclosed Monetary Order is 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: May 26, 2017

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Residential Tenancy Branch