



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OPR, MNR, FF

Introduction

In the first application the tenant Mr. D.O. applies to cancel a ten day Notice to End Tenancy for unpaid rent dated June 2, 2017.

In the second application the landlord seeks an order of possession pursuant to the Notice and a monetary award for the balance of June 2017 rent.

The listed parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Is the ten day Notice a valid notice to end the tenancy? What, if anything is the landlord owed for June rent?

Background and Evidence

The rental unit is a two bedroom house. The tenancy started in August 2015. There is a written tenancy agreement between the parties. The second tenant, Ms. A.M. did not attend the hearing. It appears that she left the rental unit long ago and has not been served with this application.

The monthly rent is \$950.00, due on the first of each month. The landlord holds a \$412.50 security deposit.

The tenant paid \$475.00 of the June rent on time. He had taken in roommates to share the home and the rent, but they did not pay their share.

It is clear that the Notice issued by the landlord demanded not only the balance of \$475.00 rent but also an additional \$100.00 for water usage. The additional \$100.00 was not "rent" and therefore the landlord could not properly demand it as rent in the Notice.

It follows that the Notice was for an amount greater than the rent that was owed and it is invalid. I hereby cancel it.

Despite the foregoing, the parties agreed at hearing that this tenancy will end on August 31, 2017 and that the landlord will have an order of possession for then.

The tenant owes \$475.00 for the balance of June rent. I grant the landlord a monetary award in that amount, plus recovery of the \$100.00 filing fee. I authorize the landlord to retain the \$412.50 security deposit in reduction of the amount awarded. He will have a monetary order against the tenant Mr. D.O. for the remainder of \$162.50.

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: August 09, 2017

Residential Tenancy Branch