



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KEKINOW NATIVE HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

Introduction

The tenant applies to cancel a ten day Notice to End Tenancy for unpaid rent dated October 2, 2017.

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 Notice a valid in Notice in accordance with the requirements of the *Residential Tenancy Act* (the “Act”)?

Background and Evidence

The rental unit is a three bedroom townhouse. The tenancy started December 1, 2015. The monthly rent is currently \$1087.00. The landlord holds a \$500.00 security deposit.

The Notice in question claims the tenant failed to pay rent of \$2057.00 that was due October 1, 2017.

Ms. B. for the landlord produces a rental arrears agreement dated August 4, 2017 wherein the parties agree that at that time the rent arrears were \$1095.00. She testifies that since then the tenant paid \$275.00 in August and another \$275.00 in four different payments (all on September 6), all towards the arrears owed.

She agrees that as of September 6 the arrears of rent remaining unpaid were then \$545.00 (\$1095.00 - \$550.00). The tenant paid September rent and so the arrears of \$545.00 when added to the October rent of \$1087.00 leaves a total amount owing of \$1632.00 as of the date of the Notice.

The tenant agrees she owed \$1632.00 for rent and arrears on October 2, 2017.

Analysis

A landlord may end a tenancy for non-payment of rent, in accordance with s. 46 of the *Act*. It is implicit that the Notice not demand from a tenant more rent than she owes.

In this case the Notice demanded more rent money than the tenant owed at that time and as a result the Notice is defective.

Conclusion

The tenant's application is allowed. The 10 day Notice to End Tenancy dated October 2, 2017 is hereby cancelled.

This decision was rendered orally at hearing and 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: December 21, 2017

Residential Tenancy Branch