



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OLC.

Introduction

The tenant applies to cancel a ten day Notice to End Tenancy for unpaid rent dated December 9, 2017 and received the day before. She also seeks an order regarding the permitting of guests in her rental unit.

The matter of guests was resolved by referring the parties to the statutory terms a part of every tenancy agreement.

Both 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 this tenancy?

Background and Evidence

The rental unit is a two bedroom suite in one side of a duplex structure.. There is a lower suite on the same side, rented to others.

The tenant occupies her suite with her ten year old son.

The tenancy started March 1, 2017. The monthly rent is \$1150.00. A significant portion of rent is paid directly to the landlord by cheque from the welfare office on the tenant's behalf. The tenant is responsible to ensure that any difference between the amount sent by the welfare office and the amount of rent due, is paid by her. Normally the

landlord received the government cheque and texts the tenant informing her of the amount owing.

The tenant day Notice, in its best light, claims the tenant owed the landlord \$1152.00 for unpaid rent.

At a hearing such as this, it is the procedure that a landlord be called on to demonstrate that the amount demanded in the Notice was justly due and owing.

In this case, the landlord established that the tenant actually owed about \$785.00 for rent at the time the Notice was given. The landlord had included in her rent arrears calculations amounts thought to be owed for unpaid deposit money.

Analysis

The Notice must be set aside. The amount demanded in a ten day Notice must state the amount owing (or less) for rent. A ten day Notice cannot be issued for unpaid deposit money.

Conclusion

The tenant's application is allowed the ten day Notice to End Tenancy dated December 9, 2017 is cancelled. The landlord is free to issue another ten day Notice.

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: January 18, 2018

Residential Tenancy Branch