



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, CNC, PSF, RP, MND, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants to cancel a notice to end tenancy for unpaid rent; to cancel a One Month Notice to End Tenancy for Cause, for compensation for monetary loss or other money owed, to have the landlord provided services or facilities required by law, to have the landlord make repairs and to recover the filing from the landlord.

Both parties appeared.

Preliminary and procedural matters

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the tenants indicated several matters of dispute on the Application for Dispute Resolution, the most urgent of which is the application to set aside the Notice to End Tenancy. I find that not all the claims on this Application for Dispute Resolution are sufficiently related to be determined during these proceedings. I will, therefore, only consider the tenant's request to set aside the Notice to End Tenancy and the tenant's application to recover the filing fee at these proceedings. The balance of the tenants' application is dismissed, with leave to reapply.

Issues to be Decided

Should the 10 day Notice to End Tenancy for unpaid rent be cancelled?
Should the One Month Notice to End Tenancy for Cause be cancelled?

Background and Evidence

Rent in the amount of \$1,200.00 was payable on the first day of each month. No security deposit was paid.

At the outset of the hearing the parties agreed that rent for November 2017, was paid and the 10 Day Notice to End Tenancy for Unpaid rent is not an issue.

The parties agreed that the Notice was served on the tenants indicating that the tenants are required to vacate the rental unit on November 10, 2017.

The reason stated in the Notice was that:

- The tenants are repeatedly late paying rent.

The landlord testified that since the tenants were served with the One Month Notice to End Tenancy for Cause, they have paid their rent on time. The landlord stated that they are agreeable to continue the tenancy if future rent is paid on time.

The tenants testified that they have found a new rental accommodation and will be vacating on February 1, 2018.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In this case the tenants dispute the One Month Notice to End Tenancy for Cause. This hearing was scheduled on the basis that the tenants were seeking to have the tenancy continue. The tenants did not amend their application to remove this issue and it appears the tenants may have not given the landlord sufficient notice that they would be vacating. I make no findings on this issue.

Since the tenants have paid occupancy rent for January 2017, and have found new accommodation for February 1, 2018. I find it not necessary to consider the merits of the One Month Notice to End Tenancy for Cause.

I find the landlord is entitled to an order of possession on January 31, 2018, since that is the last day of the month in which rent was paid.

As I have decline to hear the merits of the tenant's application. I decline to allow the tenants to recover the filing fee.

Conclusion

The tenants' application is dismissed.

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 22, 2018

Residential Tenancy Branch