



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNR

### Introduction

The tenant applies to cancel a ten day Notice to End Tenancy dated January 21, 2018.

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 to End Tenancy a valid Notice?

### Background and Evidence

The rental unit is a two bedroom basement suite in the landlord's house. There is a written tenancy agreement. The tenancy started January 1, 2017. The monthly rent is currently \$1300.00, due on the first of each month. The landlord holds a \$650.00 security deposit.

The Notice in question, a ten day Notice in the approved form, indicates:

<b>BECAUSE:</b> <i>You have failed to pay rent on time (due first of every month)</i>	
You have failed to pay rent <i>on time</i> on first of	You have failed to pay utilities
in the amount of \$ <i>1300/month</i> every month	in the amount of \$ <input type="text"/> following
That was due on: <input type="text"/> <input type="text"/> <input type="text"/> <i>for the last</i>	written demand on: <input type="text"/> <input type="text"/> <input type="text"/>
day month year <i>Seven months</i>	day month year

**NOTED if you do not respond to this Notice**

The landlord confirms that all rent has been paid but that the tenants are repeatedly late paying it.

### Analysis

It is apparent that the landlord has used the wrong form to attempt to end the tenancy. There is no evidence that as of the date of the ten day Notice, the tenants owed rent.

It follows that this particular Notice must be cancelled.

The landlord was directed to s. 47 of the *Residential Tenancy Act* and particularly the permitted ground of repeated late payment of rent justifying a one month Notice to End Tenancy.

### Conclusion

The tenant's application is allowed. The Notice is cancelled. There is no claim for recovery of a filing fee.

This decision is made verbally 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: March 26, 2018

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Residential Tenancy Branch