



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR FFT MNDCT MNRT

### Introduction

This hearing dealt with the tenant's application pursuant to the Residential Tenancy Act (the "Act") for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the "Ten-Day Notice") pursuant to section 46;
- a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67; and,
- authorization to recover the filing fee for this application pursuant to section 72.

Both parties attended the hearing and had full opportunity to provide affirmed testimony, present evidence, cross examine the other party, and make submissions. Neither party raised issues of service. I find the parties were served in accordance with the *Act*.

At the outset of the hearing the tenant testified that he wanted to withdraw his application for a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67. I amended the Application was amended accordingly.

Both parties were informed of Section 55 of the *Act* which requires, when a tenant submits an Application for Dispute Resolution seeking to cancel a notice to end tenancy issued by a landlord, I must consider if the landlord is entitled to an order of possession if the Application is dismissed and the landlord has issued a notice to end tenancy in compliance with the *Act*.

Issue(s) to be Decided

Is the tenant entitled to cancellation of the landlord's Ten-Day Notice pursuant to section 46?

If not, is the landlord entitled to an Order of Possession pursuant to section 55?

Is the tenant entitled to recover the filing fee for this application pursuant to section 72?

### Background and Evidence

The landlord testified that the tenancy started on August 5, 2017 and the monthly rent was \$650.00, payable on the first day of each month. The landlord testified that the tenant did not pay a security deposit.

The landlord testified that she posted the Ten-Day Notice on the tenant's door on May 2, 2019. The Ten-Day Notice stated unpaid rent of \$437.92 as of January 1, 2019. The landlord testified that tenant paid \$200.00 rent in January 2019. The landlord testified that the amount of unpaid rent stated as being due on the Ten-Day Notice was incorrect and she later corrected the amount due to being \$393.92. The landlord testified that the amount stated as due on the Ten-Day Notice included an amount of \$45.00 in hairstyling expenses which the landlord believed that the tenant owed her. The landlord testified that she later decided that this amount was not owing as unpaid rent.

### Analysis

Section 46(2) of the Act states that a notice to end tenancy for unpaid must comply with the form and content rules set forth in section 52. Section 52(d) states that a notice to end tenancy must state the grounds for ending tenancy.

In this matter, the landlord admitted that her Ten-Day Notice did not state the accurate amount rent owed by the tenant when the notice was submitted. As such, I find that the landlord's Ten-Day Notice violated section 52 of the Act. Accordingly, I grant the tenant's application to cancel the landlord's Ten-Day Notice pursuant to section 46 of the Act. The landlord's Ten-Day Notice is cancelled and it is of no force or effect. This tenancy shall continue until it ends pursuant to Act.

Since the tenant has prevailed in this matter, I grant the tenant's request for reimbursement of the filing fee pursuant to section 72 of the Act. The tenant may deduct the sum of \$100.00 from ONE future rent payment to satisfy this award.

Conclusion

I grant the tenant's application to cancel the landlord's Ten-Day Notice pursuant to section 46 of the Act. The landlord's Ten-Day Notice is cancelled and it is of no force or effect. This tenancy shall continue until it ends pursuant to Act.

Since the tenant has prevailed in this matter, I grant the tenant's request for reimbursement of the filing fee pursuant to section 72 of the Act. The tenant may deduct the sum of \$100.00 from ONE future rent payment to satisfy this award.

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: June 21, 2019

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Residential Tenancy Branch