



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

This hearing was convened as a result of the Tenant's Applications for Dispute Resolution under the *Residential Tenancy Act* ("Act"). The Tenant applied for Orders to cancel a 10 Day Notice to End Tenancy for Unpaid Rent dated March 2, 2021, and to cancel the 10 Day Notice to End Tenancy for Unpaid Rent dated May 3, 2021 ("10 Day Notices"). The Tenant made these claims in separate applications; however, I find that these files are not cross-applications.

The Tenant, her legal advocate, D.D. ("Advocate"), and an agent for the Landlord J.X. ("Agent"), appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing the Tenant and the Landlord were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party.

At the onset of the hearing, the Agent said that the Landlord wishes to cancel the 10 Day Notices, because the Tenant has paid her rent in full. The Tenant expressed a concern that the amount of rent is an uncertainty in this tenancy. She said the Landlord raised the rent in 2020, contrary to the Act and Regulation(s) in force at that time. Landlords were not allowed to raise rents in 2020, further to the onset of the pandemic. As this is not an issue from the applications before me, I agreed with the Advocate's preference to have the Tenant re-apply for clarification from the RTB in this matter. I have not considered the merits of this matter in this Decision.

As the Landlord has withdrawn or cancelled the 10 Day Notices, I find them void and unenforceable. As such, the Tenant's applications are successful, as the result of the hearing and the Landlord's position in cancelling the eviction notices.

For the reasons stated above, I find that it is not prejudicial to the Landlord to cancel the 10 Day Notices, and so I cancel them and find them void and unenforceable. Accordingly, the tenancy will continue until ended in compliance with the Act.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, 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: June 15, 2021

Residential Tenancy Branch