



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PACIFIC QUORUM PROPERTIES
INC. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR-MT MNRT MNDCT OLC RP RR FFT

This hearing dealt with 2 Applications for Dispute Resolution (applications) by the tenant seeking remedy under the *Residential Tenancy Act* (Act). The tenant has requested more time to make an application to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated September 1, 2021 (10 Day Notice), for a monetary order of \$325.15 for the cost of emergency repairs, for an order directing the landlord to comply with the Act, regulation or tenancy agreement, for regular repairs to the unit, site or property, for a rent reduction and to recover the cost of the filing fee.

The tenant, a tenant advocate, GM (advocate) and landlord agent, MM (agent) attended the teleconference hearing. The parties were affirmed and given the opportunity to testify and present any evidence submitted in accordance with the Residential Tenancy Branch (RTB) Rules of Procedure (Rules). The parties were also given the opportunity to ask questions during the hearing. Words utilizing the singular shall also include the plural and vice versa where the context requires.

As neither party raised issues with the service of evidence, I find the parties to be sufficiently served in accordance with the Act.

Preliminary and Procedural Matters

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The parties were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the parties were informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the Act. Neither party had any questions about my direction pursuant to RTB Rule 6.11.

In addition, the parties confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision would be emailed to them.

RTB Rule 2.3 authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the tenant indicated several matters of dispute on their two applications, the most urgent of which is the to cancel the 10 Day Notice/for more time to make an application to cancel a 10 Day Notice. I find that not all the claims on the application are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenant's request for more time to make an application to cancel a 10 Day Notice/cancel the 10 Day Notice and the filing fee. **The balance of the tenant's application is dismissed, with leave to re-apply.**

Issues to be Decided

- Should the tenant be granted more time to make an application to cancel the 10 Day Notice?
- Is the tenant entitled to the recovery of the filing fee under the Act?

Background and Evidence

A copy of the 10 Day Notice was submitted in evidence and is dated September 1, 2021. The tenant writes in their application that they were served with the 10 Day Notice on September 1, 2021. The tenant did not apply to cancel the 10 Day Notice until September 8, 2021. Monthly rent of \$1,295.00 is due on the first day of each month.

The parties also agreed that the effective vacancy date listed on the 10 Day Notice was January 11, 2020, which would automatically correct under section 53 of the Act, to January 12, 2020. The amount listed as owing on the 10 Day Notice was \$600.00 for December 1, 2020 and January 1, 2020. The tenant applied to dispute the 10 Day Notice on January 3, 2020.

Analysis

Based on the documentary evidence and the testimony of the parties provided during the hearing, and on the balance of probabilities, I find the following.

10 Day Notice issued by landlord – I find the 10 Day Notice issued by the landlord was premature as monthly rent is due on the first day of each month and the tenant had until midnight on September 1, 2021 to pay September 2021 rent. Instead, the landlord prematurely served a 10 Day Notice dated September 1, 2021. As a result, I find the 10

Day Notice is not valid as it was premature and that I do not need to consider an extension of time to dispute the 10 Day Notice as the 10 Day Notice was issued prematurely by the landlord.

Based on the above, I do not grant the tenant's request for additional time to make an application to dispute the 10 Day Notice as the 10 Day Notice was served prematurely before rent was overdue.

The 10 Day Notice has no force or effect as it is invalid.

The tenancy shall continue until ended in accordance with the Act.

In addition, I **caution** the landlord not to serve a Notice to End Tenancy prematurely in the future.

I do not grant the filing fee as the tenant's application was not successful.

The 10 Day Notice was invalid so is of no force or effect.

Conclusion

The 10 Day Notice dated September 1, 2021 is of no force or effect. The tenancy shall continue until ended in accordance with the Act.

This decision will be emailed to both parties as indicated above.

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: January 26, 2022

Residential Tenancy Branch