



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, CNC

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, (the “Notice”) issued on November 1, 2021 and to cancel a One Month Notice for Cause (the “1Month Notice”), issued on October 28, 2021.

Both parties appeared.

Preliminary and Procedural Matters

At the outset of the hearing the tenants indicated that the landlord has issued the Notice and the 1 Month Notice to both tenants; however, they are under separate tenancy agreements. Filed in evidence are copies of the separate tenancy agreements.

I have reviewed the Notice and it was issued on November 1, 2021, which is earlier than the Act allows as the earliest date it could have been issued is on November 2, 2021, which is the day after rent is due. Further, the Notice is for two different tenants under separate tenancy agreement. I find the landlord was required to issue two separated notices to end the tenancy to each of the tenants. Therefore, I find I must cancel the Notice.

At the hearing the tenants admitted they have not paid rent for November, December 2021 and January 2022. I find the tenants are in breach of the Act and their tenancy agreement. A tenant cannot simply withhold rent simply because they feel entitled to do so “because of many reason”. The tenant must pay rent even if the landlord is in breach of the Act.

The landlord is entitled to issue new 10 Day Notice to End Tenancy for Unpaid Rent or Utilities to each of the tenants. The tenants, if served, **must pay the outstanding rent within five (5) days.**

I have reviewed the 1 Month Notice issued on October 28, 2021, again the 1 Month Notice list both tenants, under separate tenancy agreements. I find the landlord was required to issue separate notices to end the tenancy and provided the details that specifically relate to that unit. Therefore, I cancel the 1 Month Notice.

The tenants stated at the hearing that they were required to vacate the rental unit by January 1, 2022 based on an undisputed Two Month Notice to End Tenancy for Landlord's Use of Property. I find the tenants are in breach of the Act, as they were required to vacate the premises by the date in the 2 Month Notice. The landlord is entitled to file an application for dispute resolution for an order of possession, and any loss occurred due to the breach, or cost of enforcement will be recoverable by the tenants.

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 19, 2022

Residential Tenancy Branch