



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, OLC, FFT; CNC, FFT

### Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear two applications regarding a tenancy.

In their first application for dispute resolution, dated November 9, 2021, the Tenants applied for:

- an order to cancel a 10 Day Notice to End Tenancy, dated November 5, 2021 (the 10 Day Notice);
- an order for the Landlord to comply with the Act, regulation, and/or tenancy agreement; and
- the filing fee.

In their second application, dated November 29, 2021, the Tenants applied for:

- an order to cancel a One Month Notice to End Tenancy, dated November 22, 2021 (the One Month Notice); and
- the filing fee.

Those present were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The Tenants testified they served their first Notice of Dispute Resolution Proceeding (NDRP), dated November 15, 2021, and their evidence on the Landlord by registered mail on November 17, 2021; the Landlord confirmed he received the documents. I find the Tenants served their first NDRP and related evidence on the Landlord in accordance with section 89 of the Act.

The Tenants testified they served their second NDRP, dated December 2, 2021, and their evidence on the Landlord by registered mail on December 4, 2021; the Landlord confirmed he received the documents. I find the Tenants served their second NDRP and related evidence on the Landlord in accordance with section 89 of the Act.

The Landlord testified he served his responsive evidence on the Tenants by registered mail on January 3, 2022; the Tenants confirmed they received it. I find the Landlord served the Tenants in accordance with section 89 of the Act.

### Preliminary Matters

The RTB's Rules of Procedure 2.3 states:

**2.3 Related issues** Claims made in the application must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

As it is not related to the central issue of whether the tenancy will continue, I dismissed, with leave to reapply, the Tenants' application for an order for the Landlord to comply with the Act, the regulation, and/or the tenancy agreement.

At the conclusion of the hearing, the Landlord submitted that he had not heard some of Tenant DH's testimony. I advised the Landlord that I would have expected him to say so at the time, so that DH could repeat himself, as the Landlord had done on at least two occasions when he did not hear what Tenant JJ or I had said.

Also at the conclusion of the hearing, the Landlord objected to my ending the proceedings, as he said he was not finished providing testimony. Considering the criteria for adjournment, as identified in Residential Tenancy Branch Rule of Procedure 7.9, I concluded the hearing as I found that the Landlord, whose testimony comprised the vast majority of the 124-minute hearing, was repeating himself, and I did not believe that providing the Landlord more time would have rendered new, relevant information.

### Issues to be Decided

- 1) Are the Tenants entitled to an order cancelling the 10 Day Notice? If not, is the Landlord entitled to an order of possession?
- 2) Are the Tenants entitled to the filing fee for their first application?
- 3) Are the Tenants entitled to an order cancelling the One Month Notice? If not, is the Landlord entitled to an order of possession?
- 4) Are the Tenants entitled to the filing fee for their second application?

### Background and Evidence

While I have considered all the documentary evidence and testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the claims and my findings around each are set out below.

The parties agreed on the following particulars of the tenancy. It began November 1, 2019, and rent was \$3,000.00 a month, due on the first of the month. The Tenants paid a security deposit of \$1,500.00 and a pet deposit of \$500.00, which the Landlord still holds. The written tenancy agreement was submitted into evidence.

#### *10 Day Notice*

A copy of the 10 Day Notice was submitted as evidence. The Landlord testified he served the 10 Day Notice on the Tenants by registered mail on November 5, 2021; the Tenants confirmed receiving it on November 9, 2021 and filed to dispute it the same day.

The 10 Day Notice is signed and dated by the Landlord, gives the address of the rental unit, states an effective date, states the reason for ending the tenancy, and is in the approved form. The 10 Day Notice indicates the tenancy is ending because the Tenants failed to pay rent in the amount of \$1,014.00, due November 5, 2021.

The Landlord testified that he received substantial increases in insurance, tax, and utility costs for the rental unit “right after” the Tenants signed the tenancy agreement, and submitted various increase notices as evidence. The Landlord testified that he discussed the matter with the Tenants, who, on July 18 and 19, 2020, verbally agreed to a small rent increase if it was below \$100.00. The Landlord referred to a copy of his

notes from the meeting, submitted as evidence, which refer to an increase of less than \$100.00, but reference no specific increase amount.

The Tenants testified that when they discussed the rent increase at the Landlord's house, the amount of the increase was never talked about. The Tenants testified that the Landlord said he would be sending the rental increase document, which they received in the mail.

The Landlord testified it was incorrect that the amount of the rent increase was not discussed, stating that "they requested a rent increase of less than \$100.00," and referred again to his notes from the meeting.

The Landlord submitted as evidence a copy of a July 23, 2020 text from Tenant JJ, in which she acknowledges receiving the rent increase document:

Good evening [Landlord's name]. I got your letter with the rent increase today. ... Let me write up the new checks this weekend and I'll send them off to you or bring them by next time we are up! Thanbks [sic] for everything and much hapoy [sic] to hear the rent increase was minimal, i [sic] was sweating worrying we wouldn't be able to afford it [wink emoticon]

The Landlord submitted as evidence a copy of a letter sent July 20, 2020 to the Tenants, confirming the increase, with a Residential Tenancy Branch Notice of Rent Increase form, dated July 7, 2020, which notes the following:

- This is the first rent increase.
- The current rent is \$3,000.00.
- The rent increase is \$78.00.
- The new rent will be \$3,078.00.
- The new rent is payable starting on November 1, 2020.

The Tenants testified that at the time the Landlord's proposed rent increase did not seem unreasonable, so they agreed to it. The Tenants testified that after doing some research, they learned that the rent increase was unlawful, due to the COVID-19 related rent freeze.

The Tenants testified that they communicated this to the Landlord, and they submitted as evidence a copy of an email dated October 5, 2021, in which Tenant JJ provides a link to the relevant page of the RTB website and explains to the Landlord that as there is a rent freeze, the rent increase is not allowed, and that the Tenants can deduct the

additional amount from future rent payments. The Landlord replied to the email, stating: "I am puzzled as to why you would send me the link for the rent increase. Please explain that as well." The Tenant replied, still on October 5, 2021, as follows:

In regards to the rent increase. You notified us of a rent increase summer of 2020 you applied a \$78 per month increase to our rent starting November 1, 2020 to Oct 1, 2021, which we paid. This summer I noticed on the tenancy information that landlords are not allowed to increase rent from 2020 till January 1, 2022. In January 1, 2022 a 1.5% increase can be applied. the \$936 that we paid extra (12 x \$78) can be deducted from our rent November 1, 2021, and I will send you \$3000 - \$936 = \$2064, then \$3000 for December and then January will be \$3000 + 1.5% rent increase \$3045. If my math is correct?

The Tenants submitted as evidence an email from the Landlord, dated October 17, 2021, in which the Landlord accepts the Tenants deducting the rent increases from their November rent payment:

issued new cheques for that amount without question. Now you see a way to change that agreement. I could apply to the Rental Branch for a rent increase that would have far exceeded the small increase that was asked for and agreed to. Unfortunately I did not follow it up with an email. Therefore if you need to reduce the next monthly cheque so be it.

The Tenants submitted that they deducted \$1,014.00 from their November 2021 rent to recover an illegal rent increase of \$78.00 a month for the thirteen months of November 2020 to November 2021, and the Landlord then served them a notice to end tenancy.

The Tenants also testified that the Landlord continuously threatens to evict them.

### *One Month Notice*

A copy of the One Month Notice was submitted as evidence. The Landlord testified he served the One Month Notice on the Tenants by registered mail on November 22, 2021, and the Tenants testified they received it on November 26, 2021 and disputed it three days later.

The One Month Notice is signed and dated by the Landlord, gives the address of the rental unit, states an effective date, states the reasons for ending the tenancy, and is in the approved form. The One Month Notice indicates the tenancy is ending because the Tenants or a person permitted on the property by the Tenants has:

- put the Landlord's property at significant risk; and
- breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The handwritten Details of Cause(s) section of the One Month Notice states:

- failed to provide proof of insurance after 2 email notices. Emails & written delivered to you 10/31/21.
- failed to adhere to written notices about yard work most recent Oct 30 - 21
- your email response to questions about a valid lease (Nov 2 - 21)
- my email Nov 9 - 2021 [illegible] reply
- copy of addendum to lease DD Oct 13 - 2019
- copy of your response - email DD Nov 2 - 21 [illegible]
- There is no trust now Oct 30 – 2021 or cooperation — see emails from Ms. [Tenant JJ's last name]

When asked to testify as to how the Tenants have put the Landlord's property at significant risk, the Landlord testified that the Tenants have not adhered to the terms of the lease or the addendum, that the trees and lawns "were left to go to hell in a handbasket," and that it would take thousands of dollars and months of work to fix.

The Landlord referred to, and submitted as evidence, photos of the property's plantings and lawn, taken in 2019, before the tenancy began. Some of the photos show pictures of blooming daffodils, which are a spring flower, and some of the photos show roses in bloom, and/or are labelled "summer." The Landlord also submitted as evidence photos labelled as from October and November 2021, showing the property's plantings, lawn, architectural details, and various areas of the property. The Landlord confirmed that the 2019 and 2021 photos were not taken from the same vantage points.

The Tenants testified that as 90 percent of the second set of photos, taken after the tenancy began, are taken in the fall, and after construction on a neighbouring property, versus in the spring and summer, as the first set of photos, taken prior to the tenancy, it was not a fair comparison.

The Landlord referred me to item 17 in the addendum to the tenancy agreement, which states:

17. I / we will look after all yard work, water, weed and mow and trim lawns. Plant and weed and attend to the garden. Water and attend to fruit trees and berry bushes and plants. Trim and prune grapes on deck. Prune the grapes back in fall to prevent snow build up on grapevine(s) above the deck.

The Landlord testified to the Tenants not taking proper care of the property, leaving garbage and dog feces about the property, putting up a pergola without permission, and not watering and pruning the fruit trees.

The Tenants testified that damage to the grass that the Landlord had objected to was directly related to construction on a neighbouring property. The Tenants testified that the Landlord frequently asks them if work has been done, and for the Tenants to send him photos. The Tenants testified that they always responded to the Landlord with pictures. The Tenants testified that they would address the Landlord's concerns immediately.

The Tenants testified that they work to keep up the property, that they are "always" doing lawn work, that they water the plants, and fertilize multiple times a year. The Tenants testified that they have always sought to meet the Landlord's expectations for a high level of maintenance of the property. The Tenants testified that the Landlord "was not happy" when the Tenants were not watering the property during the summer's water restrictions.

The Tenants testified that they lived in the rental unit for a year and nine months without the Landlord raising an issue with their maintenance of the property.

The Tenants testified that the Landlord began raising issues with their maintenance of the property after the Tenants withheld the illegal rent increase. The Tenants testified that the Landlord had talked about selling the Tenants the property, and that after the Tenants told the Landlord they could not afford it, the relationship devolved, and the Landlord's maintenance requests "increased substantially," and "there was nothing [they] could do to make him happy."

The Tenants submitted as evidence numerous emails with the Landlord in which they advise him on the upkeep of the property, and have attached a number of photos.

The Tenants testified that they have paid for items themselves to contribute to the upkeep of the property, such as spending \$600.00 on a power washer.

In reviewing the Landlord's documentary evidence, I find the following references related to yard work:

- the Landlord asking if Tenants have trimmed grapes from the cherry tree;
- references to weeding needing to be done, that grape vines should be trimmed, and that some plants are not watered;
- reference to a chafer beetle infestation in the lawn, due to a lack of watering;
- instruction to set back planters under eaves so they don't fill with water in the winter;

- instructions to store the hoses;
- the Landlord stating: “I have gone through thru [sic] the yard schedule many times and it is still not done.” No yard schedule was submitted as evidence;
- the Landlord stating: “The lawns have not been treated for grubs, dog feces exist [sic] on property trees [sic] not trimmed, raspberry not cut back”; and
- instructions for the Tenants to do the following, before November 13, 2021:
  - remove leaves and any garbage from property;
  - weed;
  - trim planters;
  - change raspberry climbers;
  - lock storage shed; and
  - tighten ropes on bamboo, and
  - ten similar yard maintenance tasks.

Regarding the Landlord’s claim that the Tenants have breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so, specifically by failing to provide proof of insurance, the Landlord directed me to the tenancy agreement addendum, which states:

and signed October 13-2019.I / we will provide copy of Tenants Contents Insurance including a minimum of \$2,000,000.00 liability insurance. I/ we will provide annual confirmation of such current policy. I will advise my Insurance Broker to email my landlord the relevant documents

The Landlord submitted as evidence an email dated October 4, 2021, in which he asks the Tenants to provide a copy of their insurance renewal. The Landlord submitted as evidence the Tenant’s October 5, 2021 reply, stating that “the insurance company had an old credit card on file so we are getting that squared up now. I will send you the documents as soon as I get them or I’ll ask [the insurer] to send them to you.”

The Landlord submitted as evidence a copy of the Tenants’ renewed insurance, with an effective date of October 10, 2021. The handwritten note on the document, which appears to be in the Landlord’s handwriting, states that it was received on October 17, 2021.

The Tenants testified that their insurance never lapsed. They testified that the first time they paid for insurance related to the property, the insurer sent a copy of the documents directly to the Landlord, which did not occur in 2021. The Tenants testified they provided verbal confirmation to the Landlord on October 5, 2021 that the insurance was being

renewed, and provided a photo of the renewed insurance documents to the Landlord on October 17, 2021.

The Tenants submitted that the language of the addendum states that the Tenants are to “provide annual confirmation,” and that they did so on October 5, 2021.

The Tenants testified that the insurer, a friend of the Landlord, had told them he would email a copy of the renewed insurance documents to the Landlord, but that it appeared that did not occur.

### Analysis

#### *10 Day Notice*

Based on the testimony of the parties, I find the Landlord served the 10 Day Notice on the Tenants by registered mail on November 5, 2021, and the Tenants confirmed receiving it on November 9, 2021. I find that the Landlord served the Tenants the 10 Day Notice in accordance with section 88 of the Act.

As the 10 Day Notice is signed and dated by the Landlord, gives the address of the rental unit, states an effective date, states the reason for ending the tenancy, and is in the approved form, I find the 10 Day Notice meets the form and content requirements of section 52 of the Act.

Section 46 states that within five days after receiving a notice for non-payment of rent, the tenant may pay the overdue rent, or dispute the notice. As the Tenants testified they received the 10 Day Notice on November 9, 2021, and applied to dispute it on November 9, 2021, I find the Tenants applied to dispute the 10 Day Notice within the deadline set by the Act.

The Tenants claim they do not owe any unpaid rent to the landlord because the Act permits them to recover an illegal rent increase by deducting it from future rent. Effective November 1, 2020, the tenants started paying \$3,078.00 per month. The Tenants later realized that the increase did not comply with the law, and on October 5, 2021, notified the Landlord, who acknowledged in an October 17, 2021 email that the Tenants would be reducing their rent payment.

The Act and the Regulation set out rules for the timing, amount, and notice of rent increases. The Landlord imposed a \$78.00 rent increase effective November 1, 2020 which, given the start date of the tenancy, is the earliest the Landlord could have imposed an annual rent increase pursuant to section 42 of the Act. The amount of the increase is 2.6%, which was the [maximum allowable for 2020](#). The Landlord provided the Tenants with the approved form for the increase on July 7, 2020, but by this date, the government of BC had already issued a ministerial order to cancel notices of rent increase and “freeze” rent.

On March 30, 2020, the Minister of Public Safety and Solicitor General issued Emergency Order #M089 allowing changes to tenancy laws to protect renters from losing their homes; the order included a cancellation of rent increases. This freeze on rent increases was extended to December 2021, first when the June 24, 2020, Emergency Order #M195 was issued, rescinding the order dated March 30, 2020. Emergency Order #M195 was later repealed as of July 30, 2020 when the COVID-19 (Residential Tenancy Act and Manufactured Home Park Tenancy Act) Regulation took effect. The Regulation Schedule states:

**6** (1) Once a year, except during the period that starts on March 30, 2020 and ends on December 31, 2021, the landlord may increase the rent for the existing tenant. The landlord may only increase the rent 12 months after the date that the existing rent was established with the tenant or 12 months after the date of the last legal rent increase for the tenant, even if there is a new landlord or a new tenant by way of an assignment. The landlord must use the approved Notice of Rent Increase form available from any Residential Tenancy office or Government Agent.

(2) A landlord must give a tenant 3 whole months notice, in writing, of a rent increase.

*[For example, if the rent is due on the 1st of the month and the tenant is given notice any time in January, including January 1st, there must be 3 whole months before the increase begins. In this example, the months are February, March and April, so the increase would begin on May 1st.]*

(3) The landlord may increase the rent only in the amount set out by the regulation. If the tenant thinks the rent increase is more than is allowed by the regulation, the tenant may talk to the landlord or contact the Residential Tenancy office for assistance.

(4) Either the landlord or the tenant may obtain the percentage amount prescribed for a rent increase from the Residential Tenancy office.

Pursuant to sections 43 and 43.1 of the Act and the Regulation, it was not lawful for the Landlord to impose any rent increase on July 7, 2020. Section 43(5) states that if a

landlord collects a rent increase that does not comply with this Part, the tenant may deduct the increase from rent or otherwise recover the increase.

The Landlord claimed the Tenants agreed to the rent increase. However, there was no agreement signed by the Tenants to indicate they were agreeing to a rent increase at a time when rent increases were not permitted.

As the Landlord collected a rent increase during a period that no rent increases were permitted, I find that pursuant to section 43(5) of the Act, the Tenants were entitled to deduct the increase of \$1,014.00, comprised of \$78.00 a month for the thirteen months of November 2020 to November 2021, from their November 2021 rent, in accordance with section 43(5) of the Act.

Therefore, I find the Tenants are entitled to an order cancelling the 10 Day Notice.

#### *One Month Notice*

As stated on the Government of Canada web page on [natural justice and procedural fairness](#), the principles of natural justice “stipulate that whenever a person’s ‘rights, privileges or interests’ are at stake, there is a duty to act in a procedurally fair manner.”

A fundamental principle of procedural fairness is a party’s right to adequate notice of the nature of the proceedings and of the issues to be decided, to allow them to prepare and respond. The Landlord had checked off on the One Month Notice that the Tenants had:

- put the Landlord’s property at significant risk; and
- breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

In the Details of Causes section of the Notice, the Landlord was clear that he intends for the tenancy to end because the Tenants have failed to provide proof of insurance after written notices, and that the Tenants have failed to adhere to written notices about yard work.

During the hearing, I asked the Landlord to explain to me how the Tenants had put the Landlord’s property at significant risk, and which material terms of the tenancy agreement the Tenants had breached that were not corrected within a reasonable time after written notice to do so. The Landlord provided extensive, wide-ranging testimony, including reading through the 19-item tenancy agreement addendum from its beginning,

listing off what the Tenants have done wrong, in his opinion. Most of the items on the addendum are not referred to on the One Month Notice.

While I appreciate that, based on the Landlord's testimony and documentary evidence, the Landlord cares deeply about the property, and has strong feelings and specific ideas about how it should be maintained, in the interest of procedural fairness, I will limit my consideration of the grounds to what the Landlord has clearly identified on the One Month Notice: that the Tenants have failed to provide proof of insurance after written notices, and the Tenants have failed to adhere to written notices about yard work. This will allow the decision to consider only grounds that the Tenants were clearly notified of in the One Month Notice.

Based on the parties' testimony, I find the Landlord served the Tenants the One Month Notice on November 22, 2021, in accordance with section 88 of the Act, and that the Tenants received it on November 26, 2021.

As the One Month Notice is signed and dated by the Landlord, gives the address of the rental unit, states an effective date, states the reasons for ending the tenancy, and is in the approved form, I find the One Month Notice meets the form and content requirements of section 52 of the Act.

Section 47 of the Act states that a tenant receiving a One Month Notice may dispute it within 10 days after the date the tenant receives the Notice. As the Tenants received the Notice on November 26, 2021 and applied to dispute the Notice on November 29, 2021, I find the Tenants met the 10-day deadline.

Section 47 of the Act states that a landlord may end a tenancy if a tenant has:

- put the Landlord's property at significant risk; or
- breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

I accept the Landlord's testimony that the Tenants' care of the property has not met his expectations. I also accept the Tenants' testimony that they lived in the rental unit for a year and nine months without the Landlord raising an issue regarding their maintenance of the property, and that the Landlord began raising issues about their maintenance of the property after the Tenants withheld rent. I accept the Tenants' testimony that the landlord-tenant relationship devolved after the Tenants told the Landlord they could not afford to purchase the property, and that the Landlord's maintenance requests then increased substantially.

I accept the undisputed testimony of the parties that the Landlord's 2019 and 2021 photos are not taken from the same vantage points. I also accept the documentary evidence and the Tenants' undisputed testimony that the two sets of photos are taken during different seasons. Therefore, I find the photos cannot be used to make a direct comparison, and have given them no weight in my decision.

The email exchanges submitted by the parties document the Landlord's specific and extensive demands around caring for the yard, and the Tenants' provision of photos and written descriptions of the condition of the yard, their responses to the Landlord's queries, and their mention of challenges they are encountering, and yard upkeep they have done and plan to do.

While I understand that the Landlord is not satisfied with the Tenants' maintenance of the property, I do not find that the Tenants have put the property at significant risk. The Landlord's requests and expectations are primarily concerned with trimming, weeding, and watering, which the Tenants have affirmed they do. Examples of a tenant putting a property at significant risk include actions such as leaving a pan of oil heating unattended on a stove, failing to put out a fire one has accidentally started, or hoarding objects such that the physical integrity of a property is compromised. I do not consider trimming, weeding, and watering with less frequency than a landlord may desire tantamount to putting the property at "significant risk" on par with the preceding examples.

Based on the testimony and documentary evidence before me, I find the Tenants to be believable, earnest, and to genuinely care about the property. While it is obvious that the relationship between the parties has broken down, I am left with the impression that the Tenants have respect for the Landlord's wishes regarding the maintenance of the property.

I find the Landlord has failed to demonstrate that the Tenants have put the Landlord's property at significant risk by failing to adhere to written notices about yard work.

Regarding the Landlord's claim that the Tenants have breached a material term of the tenancy agreement without correcting it within a reasonable time after written notice to do so, specifically by failing to provide proof of insurance, I accept the Landlord's submission that the tenancy agreement states that the Tenants will provide annual confirmation of contents insurance, and that the Tenants will advise their broker to email the Landlord the documents.

In the email dated October 4, 2021, submitted as evidence by the Landlord, the Landlord asks the Tenants to provide a copy of their insurance renewal, pursuant to section 47(h) of the Act. In the Tenants' emailed October 5, 2021 reply, also submitted as evidence by the Landlord, the Tenant informs the Landlord that "the insurance company had an old credit card on file so we are getting that squared up now." The Tenant also notes: "I will send you the documents as soon as I get them or I'll ask [insurer] to send them to you."

I accept the Tenants' affirmed testimony that their insurance never lapsed, that they provided verbal confirmation to the Landlord on October 5, 2021 that the insurance was being renewed, and that they provided a photo of the renewed insurance documents to the Landlord on October 17, 2021.

I accept the affirmed undisputed testimony of the Tenants that the first time they paid for insurance related to the rental property, the insurer sent a copy of the documents directly to the Landlord, and that this did not occur in 2021. I accept the Tenants' undisputed testimony that the insurer, a friend of the Landlord, had told them he would email a copy of the renewed insurance documents to the Landlord.

Considering the above, I find that the Tenants provided the Landlord with annual confirmation of their contents insurance, with the understanding that the insurer would be sending the documents to the Landlord. I find that the Tenants provided the Landlord with proof of their renewed insurance on October 17, 2021, thirteen days after the Landlord's October 4, 2021 written request for the documents.

As I consider the Tenant's thirteen day response time reasonable, I find the Landlord has failed to demonstrate that the Tenants have breached a material term of the tenancy agreement by failing to provide proof of insurance within a reasonable time after written notice to do so.

As I find that, on a balance of probabilities, the Landlord has failed to prove that the Tenants have put the Landlord's property at significant risk, or breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so, I find the Tenants are entitled to an order to cancel the One Month Notice.

As the Tenants are successful in both of their applications, I find the tenancy will continue until it is ended in accordance with the Act.

Section 72 of the Act gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Tenants are successful in both of their applications, I order the Landlord to pay both of the \$100.00 filing fees the Tenants paid to apply for dispute resolution of the two notices to end tenancy.

Pursuant to section 72 of the Act, the Tenants are authorized to make a one-time deduction of \$200.00 from a future rent payment in satisfaction of the above-noted award.

### Conclusion

The Tenants' applications are granted; the tenancy will continue until it is ended in accordance with the Act.

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: February 15, 2022

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Residential Tenancy Branch