



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0974971 B.C. Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, PSF, OLC

### Introduction

The Tenant filed an Application for Dispute Resolution (the “Application”) on February 4, 2022 seeking an order to cancel the 10-Day Notice to End Tenancy for Unpaid Rent (the “10-Day Notice”). They also sought the Landlord’s provision of services/facilities, and the Landlord’s compliance with the tenancy agreement and/or legislation. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on May 10, 2022. In the conference call hearing I explained the process and offered each party the opportunity to ask questions.

Both parties attended the hearing, and each confirmed they received relevant evidence from the other.

### Preliminary Matter – related issues

The *Residential Tenancy Branch Rules of Procedure* permit an arbitrator the discretion to dismiss unrelated claims with or without leave to reapply. Rule 2.3 describes ‘related issues’, and Rule 6.2 provides that the Arbitrator may refuse to consider unrelated issues. It states: “. . . if a party has applied to cancel a Notice to End Tenancy or is seeking an order of possession, the arbitrator may decline to hearing other claims that have been included in the application and the arbitrator may dismiss such matters with or without leave to reapply.”

As I stated to the parties in the hearing, the matter of urgency here is the possible end of this tenancy. I find the most important issue to determine is whether or not the tenancy is ending, based on the 10-Day Notice the Landlord issued on February 1, 2022.

By application of the *Rules of Procedure*, I dismiss the Tenant’s requests for the Landlord’s compliance, and provision of services/facilities, with leave to re-apply.

Preliminary Matter – Landlord’s cancellation of the 10-Day Notice

The Landlord issued the 10-Day Notice on February 1, 2022 for the Tenant’s failure to pay required parking fees. The parking agreement in the evidence shows this amount to be \$100 per month. The Tenant presented their reason for withholding that payment in November 2021, and the Landlord issued this 10-Day Notice for that carryover amount owing.

The Landlord presented that the Tenant paid this amount on March 24, 2022. In the Tenant’s evidence was a copy of the cheque dated March 24, 2022 showing payment of that \$100 amount. The Landlord acknowledged payment, and when I asked the Landlord directly whether they intended to end the tenancy for this matter via the 10-Day Notice, the Landlord stated they did not. I made this clear to the Tenant in the hearing that the tenancy would not be ending for this reason.

Given the Landlord’s cancellation of the 10-Day Notice, I find the 10-Day Notice is null and void, and declare it is of no legal effect.

Conclusion

For the reasons above, I order that the One Month Notice issued on February 1, 2022 is cancelled and the tenancy remains in full force and effect.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: May 11, 2022

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Residential Tenancy Branch