



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, FFT

### Introduction

On December 23, 2022, the Tenant made an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) to cancel a.

The matter was set for a conference call hearing. The Tenant and Landlord attended the teleconference hearing.

At the start of the hearing, I introduced myself and the participants. The hearing process was explained. The evidence was reviewed and confirmed received by each party. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Should the 10 Day Notice dated December 22, 2022, be cancelled?

### Background and Evidence

The parties testified that the tenancy began on in February 2014 and is on a month-to-month basis.

The Landlord testified that the Tenant was served in person with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated December 22, 2022, ("the 10 Day Notice"). The 10 Day Notice indicates that \$654.00 is owing for June 2022 rent.

The Notice informed the Tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the Tenant had five days to dispute the Notice.

The Tenant testified that he had paid the rent.

The Landlord testified that upon checking her records she issued the 10 Day Notice in error as the Tenant had already paid the rent for June 2022 by the time the 10 Day Notice was served on him.

### Analysis

Based on the evidence before me, the testimony of the Landlord and Tenant, and on a balance of probabilities, I find that the Landlord issued the 10 Day Notice in error. The 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated December 22, 2022 is cancelled.

The Tenants application to cancel the 10 Day Notice is successful..

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. Since the Tenant was successful with his application for dispute resolution, I order the Landlord to repay the \$100.00 fee that the Tenant paid to apply for dispute resolution. I authorize the Tenant to withhold \$100.00 from one future rent payment.

### Conclusion

I find that the Landlord issued the 10 Day Notice in error. The 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated December 22, 2022, is cancelled.

I authorize the Tenant to withhold \$100.00 from one future rent payment.

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 24, 2023

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Residential Tenancy Branch