



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, FF, MNDC, RR

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- an order to the landlord to make repairs to the rental unit pursuant to section 32;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing via conference call and provided testimony. Counsel, V.V. attended for both named tenants. At the outset the tenant's application was clarified and confirmed that the named landlords were incorrect. Counsel confirmed that the actual landlord is a company and not the two named individuals. The landlord's agents confirmed the named company. Both parties confirmed their consent to amending the tenants' application for dispute to the named company and not the two individuals who are agents. As such, the tenants' application shall be amended to reflect the proper naming of the landlord company.

Both parties confirmed the tenants served the landlord with the notice of hearing package via Canada Post Registered Mail on April 24, 2019. Both parties also confirmed receipt of the submitted documentary evidence submitted by the other party. Neither party raised any service issues. As both parties have attended and confirmed

receipt of the notice of hearing package and the submitted documentary evidence, I am satisfied that both parties have been sufficiently served as per section 90 of the Act.

Preliminary Issue(s)

At the outset, the tenants' application was reviewed and discussed. The tenants had applied for an order cancelling the 10 Day Notice, a request for the landlord to make repairs, a monetary claim for compensation, a request to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided and recovery of the filing fee. The tenants' counsel confirmed that the latter items of request were unrelated to the 10 Day Notice.

RTB Rules of Procedure 2.3 states that "if in the course of a dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may dismiss unrelated disputes contained in a single application with or without leave to reapply." In this regard I find that the tenants have applied for a monetary order for compensation, an order for the landlord to make repairs, an order allowing the tenant to reduce rent for repairs, services or facilities agreed upon but not provided. As these sections of the tenants' application are unrelated to the main section which is to cancel the 10 Day Notice, I dismiss these sections of the tenant's claim with leave to reapply. Leave to reapply is not an extension of any applicable limitation periods.

Both parties confirmed that neither submitted a copy of the 10 Day Notice to End Tenancy for Unpaid Rent.

Section 46 says a landlord may end a tenancy by giving notice to end the tenancy for unpaid rent. In the case before me neither party has supplied a copy of the 10 Day Notice to End Tenancy for Unpaid Rent in the tenants' application for dispute. I spent a large portion of the hearing explaining the crucial and vital nature of this document to both parties. The Notice is not a trivial piece of information. It is the foundation that a landlord relies on to assist in their application to end a tenancy when there is cause. Both parties confirmed the contents of the 10 Day Notice dated April 12, 2019 in their direct testimony that it provides for an effective end of tenancy date of April 27, 2019 and that the stated amount of \$501.57 in unpaid rent is not rent. The landlord clarified that another agent of the landlord had issued this 10 Day Notice is error as it was for an

invoice amount that is in dispute between the two parties. The landlord's agent seeks to cancel this 10 Day Notice dated April 12, 2019.

On this basis, I find that the landlord's 10 Day Notice dated April 12, 2019 is cancelled at the landlord's request. The tenants' application having been successful is also entitled to recovery of the \$100.00 filing fee. As the tenancy continues, I authorize the tenants to withhold one-time \$100.00 in satisfaction of this claim upon receipt of this decision.

### Conclusion

The tenants' application is granted.

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: June 03, 2019

---

Residential Tenancy Branch