



# **Dispute Resolution Services**

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## **Decision**

**Dispute Codes:** CNR

### **Introduction**

This hearing dealt with an application from the tenants for cancellation of the 10 day notice to end tenancy for unpaid rent. One of the tenants participated in the hearing and gave affirmed testimony. Despite personal service of the application for dispute resolution and notice of hearing at the office of the landlord's agent on June 9, 2009, the landlord's agent did not appear.

### **Issue to be decided**

- Whether the tenants are entitled to cancellation of the 10 day notice to end tenancy for unpaid rent

### **Background and Evidence**

Pursuant to a written residential tenancy agreement, the fixed term of tenancy is thought to be from on or about December 15, 2008, to on or about December 14, 2009. Rent in the amount of \$1,300.00 is payable on the first day of the month, and a security deposit of \$650.00 was collected at the start of tenancy.

As a result of the tenants' failure to pay all rent due on June 1, 2009, the landlord's agent issued a 10 day notice to end tenancy for unpaid rent dated June 4, 2009. A copy of the notice was submitted into evidence. Subsequently, the tenants applied for dispute resolution and made arrangements for installment payments on the overdue rent. Arising from these actions, the tenant stated that the landlord's agent indicated there was no further need to respond to the notice by way of the hearing. Accordingly,

the tenant considers that the landlord's agent's concern to end the tenancy as a result of overdue rent has been resolved.

### **Analysis**

Based on the documentary evidence and undisputed testimony of the tenant, I find that the tenants were served with a 10 day notice to end tenancy for unpaid rent dated June 4, 2009. Subsequently, the tenants applied to dispute the notice within five (5) days of its receipt and, further, the tenants undertook to make installment payments on the overdue rent. These actions appear to have satisfied the landlord's agent that no further action was required. Specifically, the landlord's agent made no application for dispute resolution in order to seek an order of possession, and neither was the landlord's agent present at the hearing to make an oral request for an order of possession.

### **Conclusion**

Pursuant to all of the above, I hereby cancel the landlord's 10 day notice to end tenancy for unpaid rent, with the result that the tenancy continues in full force and effect.

DATE: July 8, 2009

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Dispute Resolution Officer