



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes CNR

Introduction

This hearing dealt with the Tenant's application to cancel a Notice to End Tenancy for Unpaid Rent.

The Tenant and the Landlord appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, in documentary form, and to cross examine each other.

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.

Issue(s) to be Decided

Is the Tenant entitled to an order cancelling the Notice to End Tenancy for Unpaid Rent?

Background and Evidence

There was no tenancy agreement before me; however I heard testimony that this tenancy began on April 1, 2006, that rent is \$450.00 per month and that a security deposit of \$225.00 was paid on April 1, 2006.

Pursuant to the rules of procedure for the Act, the Landlord proceeded first in the hearing and testified as to why the Tenant had been served a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") issued December 4, 2010.

The Landlord testified that the Notice was issued on December 4, 2010, in person, as a result of the Tenant failing to make the rent payment on the first day of the month, up until the date of the Notice.



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The Landlord testified that the Tenant paid the full amount of rent on the 5th day after receiving the Notice.

Analysis

Based on the foregoing affirmed testimony and evidence, and on a balance of probabilities, I find as follows:

Where a Tenant receives a 10 Day Notice, the Tenant has five days to pay the rent in full or dispute the Notice. The Notice was delivered to the Tenant in person on December 4, 2010, and the Tenant paid the full amount of rent on December 9, 2010. Therefore the Tenant has complied within the time limit imposed by the Act.

Therefore I allow the Tenant's Application for Dispute Resolution, and **I order that the Notice to End Tenancy issued December 4, 2010, is cancelled and is of no force or effect.**

I note the Tenant was cautioned that rent should be paid on the first day of the month, to the Landlord's caretakers.

Conclusion

The Notice to End Tenancy issued December 4, 2010 is set aside with the effect that this tenancy continues.

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 07, 2011.

Residential Tenancy Branch