

## **DECISION**

**Dispute Codes:** CNR, and CNL

### **Introduction**

By application of March 10, 2011, the tenant seeks to have set aside a Notices to End Tenancy for landlord use dated February 28, 2011 and Notices to End Tenancy for unpaid rent dated February 3, 2011 and March 1, 2011.

At the commencement of the hearing, the landlord advised that he has filed for Dispute Resolution on Notices to End Tenancy for repeated late payment of rent dated March 1, 2011 and for unpaid rent dated March 12, 2011. The landlord's application is set to be heard April 7, 2011. While the landlord was willing to adjourn the present matter to be heard together with his application on April 7, 2011, the tenant asked that the present hearing proceed.

The landlord also advised that he has withdrawn the Notice to End Tenancy for landlord use of February 28, 2011 and it is no longer in dispute.

### **Issues to be Decided**

This application now requires on whether the Notice to End Tenancy for unpaid rent of February 3, and March 1, 2011 should be set aside or upheld.

The Notice to End Tenancy for cause (repeated late payment) of March 1, 2011 and the Notice to End Tenancy for unpaid rent dated March 12, 2011 were not addressed in the present hearing and remain to be dealt with in the hearing of April 7, 2011.

### **Background and Evidence**

This tenancy began on March 1, 2005. Rent is \$1,250 per month and the landlord holds a security deposit, transferred to him by the previous landlord, which he believes to be \$600.

As noted, the landlord stated that he has withdrawn the Notice to End Tenancy for landlord use and it is no longer of any effect.

The landlord concurred that the tenant had paid the rent for February 2011 within five days of receipt of the Notice of February 3, 2011 and it was thereby extinguished.

The landlord is further aware that the Notice to End Tenancy for unpaid rent of March 1, 2011 was served prematurely. He has replaced it with a new notice for unpaid rent dated March 12, 2011 and that is part of the dispute to be heard on April 7, 2011.

Similarly, the tenant did not apply to set aside the Notice to End Tenancy for cause of March 1, 2011 which is also the subject of the landlord's application to be heard April 7, 2011 and he has submitted evidence with respect to that notice under that file number.

During the hearing, the parties considered coming to a mutual agreement to end the tenancy. At the tenant's request for a few minutes to consider, the hearing, which convened at 1:30 p.m., recessed at 2:12 p.m. to 2:20 p.m. When the hearing resumed, the landlord rejoined as scheduled, but the tenant had not reappeared by the time the hearing concluded at 2:30 p.m.

## **Analysis**

Having reviewed all of the Notices to End Tenancy , I find that each has been addressed as follows:

<b>Notice Date</b>	<b>Reason for Notice</b>	<b>Disposition</b>
February 28, 2011	Landlord use	Withdrawn
February 3, 2011	Unpaid rent	Paid within 5days – extinguished
March 1, 2011	Unpaid rent	Premature – extinguished
March 1, 2011	Cause repeated late rent	To be heard on LL's app. April 7/11
March 12, 2011	Unpaid rent	To be heard on LL's app. April 7/11

## **Conclusion**

As the Notices to End Tenancy that were the subject of the present application brought by the tenant have been nullified or withdrawn, no decision is required beyond recording their disposition.

The outstanding notices, identified in the preceding table, remain to be addressed at the hearing of April 7, 2011 brought on the landlord's application.

March 25, 2011