



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR

Introduction

This hearing was scheduled in response to the tenant's application for cancellation of a notice to end tenancy for unpaid rent. The tenant attended the hearing and gave affirmed testimony. Despite service of the application for dispute resolution and notice of hearing (the "hearing package") by way of registered mail, the landlord did not appear. Evidence submitted by the tenant includes the Canada Post tracking number for the registered mail, and the Canada Post website informs that the item was "successfully delivered."

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

There is no written tenancy agreement in evidence for this tenancy which began on December 30, 2011. Monthly rent of \$665.00 is due and payable on the last day of each month.

Arising from rent which the landlord claimed was unpaid when due on October 30 [sic], 2012, the landlord issued a 10 day notice to end tenancy for unpaid rent. A copy of the notice was submitted in evidence. It appears that the landlord may have issued the notice on November 3, 2012. The tenant filed an application to dispute the notice on November 5, 2012. During the hearing the tenant testified that she paid her rent on time by way of money order. Further, the tenant testified that the landlord contacted her on November 5, 2012 and informed her that he would accept her money order as full payment of rent for October 2012.

Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the tenant, and in the absence of the landlord, although duly served with the tenant's hearing package, I find that the tenant was served with a 10 day notice to end tenancy

for unpaid rent on or about November 3, 2012. I further find that the tenant paid the allegedly overdue rent within 5 days of receiving the notice. In the result, the 10 day notice is hereby set aside, and the tenancy continues uninterrupted.

Conclusion

The 10 day notice to end tenancy for unpaid rent is hereby set aside.

The tenancy continues in full force and effect.

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: November 26, 2012.

Residential Tenancy Branch