



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNR

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; and
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47.

The landlord did not attend this hearing, although I waited until 9:12 a.m. in order to enable the landlord to connect with this teleconference hearing scheduled for 9:00 a.m. The tenant attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions.

The tenant confirmed that he received both of the landlord's notices to end this tenancy shortly after they were posted on his door on October 1, 2012 and October 5, 2012. He testified that he handed a copy of his dispute resolution hearing package to the landlord's building manager on October 5, 2012. I am satisfied that all of the above documents were served to one another in accordance with the *Act*.

Issues(s) to be Decided

Should the landlord's 10 Day Notice be cancelled? Should the landlord's 1 Month Notice be cancelled?

Background and Evidence

The tenant gave undisputed evidence that his tenancy commenced on or about October 1, 2002. As of October 1, 2012, the tenant's monthly rent is set at \$492.15, payable in advance on the first of each month.

The tenant testified that he paid the \$40.55 identified as owing in the landlord's 10 Day Notice shortly after he received that Notice. He said that he continues to make payments towards the repairs that were identified as the reason for seeking an end to this tenancy in the landlord's 1 Month Notice.

Analysis

As the landlord has not attended this hearing and has not submitted written evidence to dispute the tenant's applications, I allow the tenant's applications to cancel both the 10 Day Notice and the 1 Month Notice.

Conclusion

The tenant's application to cancel the 10 Day Notice and the 1 Month Notice is allowed. The landlord's 10 Day and 1 Month Notices are set aside with the effect that this tenancy shall continue.

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 08, 2012

Residential Tenancy Branch

