



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** CNR.

### **Introduction**

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel a Ten-Day Notice to End Tenancy for Unpaid Rent.

Both parties appeared and gave testimony during the conference call.

### **Issue(s) to be Decided**

- Should the Ten-Day Notice to End Tenancy for Unpaid Rent be cancelled?

The burden of proof is on the landlord/respondent to justify the reason for the Notice.

### **Background and Evidence**

The tenancy began in September 2007 and the current rent is \$747.00 per month.

No evidence was submitted to Residential Tenancy Branch by the applicant/tenant in support of the application.

The tenant acknowledged that he was in arrears for rent.

The landlord testified that after the tenant's cheque for August 2012 was returned, the tenant paid the outstanding rent for August 2012 by submitting \$747.00 to the landlord. The landlord testified that this was paid in September and by that time, the rent for September 2012 was due. The landlord testified that, as a result of the tenant's failure to catch up on the outstanding arrears thereafter, a Ten Day Notice to End Tenancy for Unpaid Rent was issued and served on September 24, 2012.

No copy of the Ten Day Notice to End Tenancy for Unpaid Rent was placed in evidence by the tenant. However, the landlord had submitted a copy for the hearing.

The tenant acknowledged the fact that he was in arrears for rent but stated that a payment plan was discussed with the landlord.

### **Analysis**

Section 26 of the Act states that rent must be paid when it is due, under the tenancy agreement, whether or not the landlord complies with the Act, the Regulation or the tenancy agreement. When a tenant fails to comply with section 26, section 46 of the Act permits the landlord to end the tenancy by issuing a Ten-Day Notice effective on a date that is not earlier than 10 days after the date the tenant receives it.

The parties engaged in a mediated discussion and it was agreed that the tenant and landlord would negotiate a short-term payment plan to give the tenant an opportunity to bring his rental account up to date, failing which the landlord is prepared to issue another Ten Day Notice to End Tenancy for Unpaid Rent and proceed with terminating the tenancy.

Based on the above, I hereby cancel the Ten Day Notice to End Tenancy for Unpaid Rent dated September 24, 2012 and order that it is of no force nor effect.

### **Conclusion**

The tenant's request to cancel the Ten Day Notice to End Tenancy for Unpaid Rent was granted.

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 07, 2012.

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Residential Tenancy Branch