



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MT, CNC

### Introduction

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is an application to cancel a Notice to End Tenancy that was given for cause.

### Background and Evidence

This tenancy began on November 16, 2012 with the monthly rent of \$1250.00, with the rent prorated to \$625.00 for November 2012 as this was only one half a month.

The tenancy doesn't specifically state when rent is to be paid, however the parties stated that they agreed that \$625.00 payments would be made biweekly.

The tenant's initial cheque for \$1250.00 to cover the prorated November 2012 rent plus the security deposit was not honored by the bank, however the full amount of \$1250.00 was replaced on November 30, 2012.

The tenant has also made the following rent payments:

December 14, 2012	\$625.00
December 29, 2012	\$625.00
January 11, 2013	\$625.00
January 25, 2013	\$625.00
February 8, 2013	\$625.00
February 22, 2013	\$625.00
March 8, 2013	\$625.00
March 28, 2013	\$625.00
April 5, 2013	\$625.00
April 14, 2013	\$625.00

The landlord gave a Notice to End Tenancy on March 23, 2013, because at that time there was still \$625.00 outstanding as either rent, or outstanding security deposit.

However as shown above the second \$625.00 payment for March was paid on March 28, 2013.

### Analysis

After reviewing all the payments made, it's clear that the tenant has paid the full amount of rent every month for the months of December 2012 through to April 2013.

Further the tenant paid \$1250.00 on November 30, 2012 which covers the prorated rent of \$625.00 and leaves \$625.00 left over. It's my finding that this left over \$625.00 is the security deposit payment that was required.

Therefore it's my finding that the security deposit was paid within 30 days and I will set aside this Notice to End Tenancy.

Further, at the hearing the parties agreed that the rent would now be paid in two payments of \$625.00, one the 1<sup>st</sup> and one on the 15<sup>th</sup> of each month.

Conclusion

The 1 month Notice to End Tenancy dated March 23, 2013 is hereby canceled and 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: May 01, 2013

---

Residential Tenancy Branch

