



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Triple V Holdings  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR

### Introduction

By application of February 4, 2012 the tenant sought to have set aside two Notices to End Tenancy for unpaid rent dated and served on April 7, 2013.

As a matter of note, the tenant named a corporation and two individuals as respondents in his application. However, only the corporation is the landlord. Therefore, with consent of the parties, the individuals have been deleted from the style of cause.

### Issue(s) to be Decided

Should the notices to end tenancy be set aside or upheld.

### Background and Evidence

This tenancy began on November 1, 2012. Rent is \$600 per month, due on the first day of the month, and the landlord holds a security deposit of \$300 paid at the beginning of the tenancy.

During the hearing, the parties referred to the two notices of April 7, 2013, one pertaining to a \$225 rent shortfall and NSF fee for March 2013 and the other for \$600 in unpaid rent for April 2013.

The parties concurred that all outstanding rent had been paid by the end of April 2013 but after the elapse of the five days within which payment would have extinguished the notices under section 46(4) of the Act.

While it is not included in the present hearing, the parties stated that May 2013 rent is now outstanding and a new Notice to End Tenancy has been served.

The tenant stated that he believed the landlord had been satisfied with the payments made at the end of April and that the May rent would be paid very shortly.

### Analysis

Section 26 of the *Act* provides that tenants must pay rent when it is due.

Section 46 of the *Act* provides that a landlord may issue a 10-day Notice to End Tenancy for unpaid rent on a day after the rent is due. The tenant may cancel the notice by paying the overdue rent or make application to dispute the notice within five days of receiving it.

In this instance, I find that the tenant did make application to dispute within five days, although the rent was paid late.

However, the parties concurred that when the payment was made the landlord issued receipts but he did not make the notation, "for use and occupancy only" which would have made it unambiguously clear that acceptance of the late rent did not constitute reinstatement of the tenancy. Therefore, I must find that the landlord did reinstate the tenancy and that both notices must be set aside.

### Conclusion

The Notices to End Tenancy of April 7, 2013 are set aside and the 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 08, 2013

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Residential Tenancy Branch