



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Heather Park Properties  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, MNDC, MNSD, ERP, RP,

### Introduction

This was a hearing with respect to the tenant's application for dispute resolution. The tenant claimed for various items of relief, including a monetary award, a repair order and an order to cancel a 10 day Notice to End Tenancy for unpaid rent. The hearing was conducted by conference call. The tenant and the landlord's representatives called in and participated in the hearing.

### Issue(s) to be Decided

Is the tenant entitled to a monetary award?

Should a repair order be made?

Should the 10 day Notice to End Tenancy for unpaid rent be cancelled?

### Background and Evidence

The tenant and the landlord's representatives advised me at the hearing that all of the outstanding issues raised by the tenant's application have been resolved, except for the matter of the landlord's Notice to End Tenancy for unpaid rent. The landlord holds a rent cheque issued by the provincial government on behalf of the tenant A.L. for the month of June. The landlord has not cashed the June cheque because the tenant A.L. gave notice that he intended to move out at the end of May.

As part of her evidence the tenant D.S. submitted a letter from A.L. In the latter A.L. said that his belongings are in the rental unit and he intends to stay at the rental unit for another month. He authorized the landlord to cash the June rent cheque paid on his behalf.

### Analysis and conclusion

I find that the tenant had paid rent for June when the landlord issued the Notice to End Tenancy for unpaid rent. The tenant A.L. has confirmed in writing that the landlord may cash the cheque for June rent. I have therefore determined that the Notice to End Tenancy given by the landlord should be cancelled and I so order. The tenancy will continue until ended in accordance with the *Residential Tenancy Act*. The landlord is at liberty to cash the above-noted cheque that it holds.

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: June 13, 2013

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Residential Tenancy Branch

