



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Keefer Lodge
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

Introduction

This hearing dealt with an application by the tenant to cancel a notice to end tenancy for unpaid rent and for an order that the landlord comply with the Act, Regulation, or tenancy agreement.

Both the landlord and tenant attended the teleconference hearing and gave affirmed evidence.

Issue(s) to be Decided

Should the notice to end tenancy be cancelled?

Should the landlord be ordered to comply with the Act, Regulation, or tenancy agreement?

Background and Evidence

The tenant gave evidence that he was served with the Notice to End Tenancy for Unpaid Rent (the "Notice") by the landlord posting the Notice on his door on December 12, 2013.

The parties agreed that the tenant is obligated to pay \$311.00 in rent in advance on the 11th of each month.

The landlord gave evidence that the tenant paid the unpaid rent specified in the Notice by money order on December 12, 2013.

The tenant expressed concern that he was unable to find the landlord in the office during the time period on the 11th of each month when he wishes to make his cash rental payment. The landlord gave evidence that he is available to tenants from

approximately 9 a.m. to 9 p.m. but cannot guarantee his presence in the office at a specific time. The landlord said that the tenant may make his rental payment by any of cash, cheque, or money order.

The tenant requests that the landlord comply with the Act by providing him with a written tenancy agreement. The landlord said that it was an oversight that the tenant has not received a written tenancy agreement and he will provide one. The landlord requests that the tenant come to the office to sign the tenancy agreement and to sign a "Schedule C".

Analysis

Section 46(4) of the Act specifies that within five days of receiving a notice to end tenancy for unpaid rent, a tenant may pay the overdue rent, in which case the notice has no effect. Since the tenant paid the unpaid rent within five days of receiving the Notice, the Notice has no effect. The tenant's application to cancel the Notice is therefore not necessary and so that application is dismissed.

The landlord has agreed to provide a written tenancy agreement to the tenant. Since the landlord has agreed to comply with the tenant's request for a tenancy agreement, it is not necessary that I decide that application. The application by the tenant for an order that the landlord provide a written tenancy agreement is dismissed, with leave to reapply.

Conclusion

For the reasons above, the tenant's application is dismissed.

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: January 29, 2014

Residential Tenancy Branch