



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MT, MNDC, RP

Introduction

This is an application to cancel a Notice to End Tenancy that was given for nonpayment of rent and a request for a Monetary Order for \$2500.00.

The applicant(s) testified that the respondent was served with notice of the hearing by registered mail that was mailed on January 9, 2014; however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent has been properly served with notice of the hearing.

All testimony was taken under affirmation.

Issue(s) to be Decided

First of all it is my decision that I will not deal with all the issues that the applicant has put on the application. For claims to be combined on an application they must related.

Not all the claims on this application are sufficiently related to the main issue to be dealt with together.

I therefore will deal with the request to cancel a Notice to End Tenancy, and I dismiss the remaining claims with liberty to re-apply.

Background and Evidence

The applicants testified that:

- The landlord gave them the Notice to End Tenancy for nonpayment of rent, claiming that there was \$3300.00 rent outstanding that was due on December 1, 2013.
- Not only is there not \$3300.00 rent outstanding, the landlord has subsequently collected the full January 2014 rent, and February 2014 rent.
- They are therefore requesting that the Notice to End Tenancy be canceled and that this tenancy continues.

Analysis

The landlord did not attend the hearing to give any evidence as to what if any rent is outstanding, however the tenants have provided evidence that shows that the full January 2014 rent, and February 2014 rent has been paid.

By accepting the January 2014 rent the landlord has re-instated the tenancy and can no longer rely on the Notice to End Tenancy that was given in December 2013 to end this tenancy.

Therefore this tenancy will continue.

Conclusion

The Notice to End Tenancy dated December 18, 2013 is no longer enforceable 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: February 18, 2014

Residential Tenancy Branch

