



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 419959 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, issued on May 2, 2014.

The **tenant** attended the hearing. As the landlord did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that **the** respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The tenant testified the Application for Dispute Resolution and Notice of Hearing were in person on April 7, 2014, at the address the landlord carries on business, which was witnessed. I find that the landlord **has** been duly served in accordance with the Act.

Issue(s) to be Decided

Should the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities be cancelled?
Is the tenant entitled to recover the cost of the filing fee from the landlord?

Background and Evidence

The tenant stated that on May 2, 2014, he went to the landlord's office and paid the balance of rent owed for May 1, 2014, which was \$19.41.

The tenant stated that on May 5, 2014, he received by mail a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, issued on May 2, 2014, for \$19.41 in unpaid rent.

The tenant stated that the notice also indicated that \$40.00 for parking was outstanding. The tenant stated that parking was paid three months in advance when the landlord accepted postdated cheques for parking. The tenant stated parking is not part of the tenancy agreement and that parking is a separate service offered by the landlord.

The tenant stated that he was unsure why the landlord issued the notice after rent was paid and as a result filed their application for dispute resolution as he did not want to jeopardize losing his tenancy

The tenant stated rent for June 2014, has been paid and a receipt was issued by the landlord.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I accept the undisputed testimony of the tenant that the outstanding rent of \$19.41 was paid on May 2, 2014. I further accept the tenant had paid parking by posted cheques, which were accepted by the landlord.

I further accept the undisputed testimony of the tenant that the notice was received on May 5, 2014, after rent was paid, as it appears from the notice that the landlord sent the notice by registered mail. I find it was reasonable for the tenant to dispute the notice under the circumstances.

In light of the above, I grant the tenant's application to cancel the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, issued on May 2, 2014. The tenancy will continue until legally ended in accordance with the Act.

As the tenant was successful with their application, I find the tenant is entitled to recover the cost of the filing fee from the landlord. I authorize the tenant to deduct the amount of \$50.00 from August 2014, rent in full satisfaction of this award. This is a onetime rent deduction.

Conclusion

The tenant's application to cancel the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities is granted. The tenancy will continue until legally ended in accordance with the Act. The tenant is entitled to a onetime rent reduction of \$50.00 to recover the cost of the filing fee from the landlord.

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 24, 2014

Residential Tenancy Branch

