



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding AMACON PROPERTY MANAGEMENT SERVICES INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

Introduction

This matter dealt with an application by the Tenant to cancel a Notice to End Tenancy for unpaid rent.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the “hearing package”) by registered mail on January 9, 2015. The Tenant provided tracking information and a post office receipt as evidence of the service. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded in the absence of the Landlord.

Issues(s) to be Decided

1. Is the Tenant entitled to an order to cancel the Notice to End Tenancy?

Background and Evidence

This tenancy started in March 2011 as a month to month tenancy. Rent is \$925.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$450.00 at the start of the tenancy.

The Tenant said she paid \$250.00 of the rent for January, 2015 on December 8, 2014 and the balance of the January, 2015 rent in January, 2015. The Tenant said the January, 2015 rent is paid. Further the Tenant said that the Landlord told her they used the \$250.00 paid on December 8, 2014 for late fees and that is why the January, 2015 rent was short. The Tenant said she did not agree to this as she thought the Landlord had agreed to put the \$250.00 paid December 8, 2014 towards the January, 2015 rent.

The Landlord did not attend the hearing so there was no explanation of the 10 Day Notice to End Tenancy for Unpaid rent dated January 2, 2015 or an explanation of how the Landlord applied the Tenant’s rent payments.

The Tenant said in closing that she thought the rent was paid for January, 2015 and the Tenant requested the Notice to End Tenancy to be cancelled as she has paid the rent.

Analysis

As the Landlord did not attend the hearing the Landlord has not explained or defended the 10 Day Notice to End Tenancy for Unpaid rent dated January 2, 2015. I accept the Tenant's testimony that the January, 2015 rent has been paid to satisfy the Notice to End Tenancy. Consequently I order the 10 Day Notice to End Tenancy for Unpaid rent dated January 2, 2015 to be cancelled and I order the tenancy to continue as agreed in the tenancy agreement.

Conclusion

The 10 Day Notice to End Tenancy for Unpaid Rent dated January 2, 2015 is cancelled and the tenancy is ordered to continue as agreed in the tenancy agreement.

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 26, 2015

Residential Tenancy Branch

