



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HUME INVESTMENTS INC  
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 received May 04, 2015.

I accept the tenant's evidence that despite the landlord having been served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Residential Tenancy Act (the Act) the landlord did not participate in the conference call hearing. The tenant was given full opportunity to be heard, to present evidence and to make submissions.

### **Issue(s) to be Decided**

Should the Notice to End for Unpaid Rent be cancelled?

### **Background and Evidence**

The landlord did not appear in the hearing to address the Notice to End or the tenant's application. The tenant testified that they paid their rent in full within 5 days of receiving the Notice to End. The tenant also testified that as a result of the landlord's action they provided notice to end and have almost completely moved from the rental unit and will be relinquishing possession by June 30, 2015.

### **Analysis**

On preponderance of the evidence before me I find the tenant paid the rent within the prescribed 5 days to do so upon receiving the landlord's Notice to End and therefore the notice to end in this matter is null and of no effect. **I Order** the Notice to End in this matter is **cancelled**.

**Conclusion**

The tenant's application is granted. The landlord's Notice to End is **set aside and is of no effect.**

**This Decision is final and binding on both parties.**

*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 17, 2015

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Residential Tenancy Branch

