



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MT, CNR

Introduction

This hearing was scheduled in response to the tenants' application for more time to make an application to cancel a notice to end tenancy / and cancellation of a notice to end tenancy for unpaid rent. Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenants are entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

This is the third hearing in 2015 concerning this tenancy. It is understood that pursuant to a written tenancy agreement the tenancy began on September 01, 2013. Pursuant to the decision issued April 09, 2015, the Arbitrator found, in summary, as follows:

- all rent is paid to March 31, 2015
- rent is due on the first day of each month
- effective May 01, 2015, "rent is \$4,300.00 per month"

Following issuance of the above decision, the landlord issued a 10 day notice to end tenancy for unpaid rent dated May 06, 2015. There is no reliable or conclusive evidence before me in regard to how and when the notice was served. A copy of the notice was submitted in evidence. The notice documents that rent in the amount of \$900.00 was unpaid when due on May 01, 2015. The date shown on the notice by when the tenants must vacate the unit is May 16, 2015. The tenants filed an application to dispute the notice on May 17, 2015, and the balance of rent owed of \$900.00 was paid directly to female landlord "YB" on May 18, 2015. The issue around whether rent for April 2015 has or has not presently been paid in full is not before me.

Pursuant to previously issued post-dated rent cheques, tenant "BR" claims that rent of \$3,400.00 has been paid for each of June and July 2015. During the hearing the parties

agreed that the total balance of rent currently owed for June and July 2015 is \$1,800.00 (\$900.00 + \$900.00), and that it will be paid directly to female landlord "YB" tomorrow (July 07, 2015) at 7:00 P.M. Going forward, it was agreed that post-dated rent cheques beginning from August 01, 2015 will be made payable to both the male and the female landlords in the full amount of \$4,300.00 per month.

There is no application before me from the landlords for an order of possession. Neither landlord made an oral request for an order of possession during the hearing.

Analysis

Based on the documentary evidence and testimony, I find that the landlord issued a 10 day notice to end tenancy for unpaid rent dated May 06, 2015. The tenants filed an application to dispute the notice on May 17, 2015, and on May 18, 2015 they paid the \$900.00 shown as unpaid when due on May 01, 2015. As there is no reliable or conclusive evidence before me in regard to how and when the notice was served, I am unable to make any finding around whether the tenants filed their application or paid the overdue rent within 5 days after receiving the notice. However, I do find that the rent identified as unpaid when due for May 2015 has now been paid in full. The landlords have not sought an order of possession by filing an application for dispute resolution, and the landlords did not make an oral request for an order of possession during the hearing. In the result, I find that the tenancy continues uninterrupted.

Conclusion

After issuance of a 10 day notice to end tenancy for unpaid rent due on May 01, 2015, rent was paid in full for May 2015. The landlords have not filed an application for an order of possession, and they did not make an oral request for an order of possession during this hearing. In the result, the tenancy presently continues in full force and effect.

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: July 06, 2015

Residential Tenancy Branch

