



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      OPR, CNR, OLC, FF, LRE, RR

### Introduction

This hearing dealt with an application by the landlord for an order of possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities. The tenant filed an application seeking to have that notice set aside, an order to suspend or set conditions on the landlords' right to enter the rental unit, an order to have the landlord comply with the Act, regulation or tenancy agreement, and an order to reduce rent for repairs, services, or facilities agreed upon but not provided.

The landlord participated in the conference call hearing but the tenant did not. As both parties filed applications and each were given a Notice of Hearing letter that confirmed today's date, time and passcode, I am satisfied that each party is aware of today's date and the hearing proceeded in the absence of the tenant. The landlord gave affirmed evidence.

### Issues to be Decided

Is either party entitled to any of the above under the Act, regulation or tenancy agreement?

### Background and Evidence

The landlord gave the following testimony:

The tenancy began on or about October 1, 2015 for a fixed term of one year. Rent in the amount of \$2100.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$1050.00. The tenant failed to pay rent in the month(s) of December and on December 3, 2015 the landlord served the tenant with a notice to end tenancy. The landlord advised that the tenant paid the rent in full on December 8, 2015.

Analysis

Section 46(4) of the Act addresses the issue before me as follows.

**Landlord's notice: non-payment of rent**

**46 (4)** Within 5 days after receiving a notice under this section, the tenant may

**(a) pay the overdue rent, in which case the notice has no effect, or**

(b) dispute the notice by making an application for dispute resolution.

Based on the landlords testimony that the tenant has paid the rent in full which means it has no effect. The notice is hereby set aside. The 10 Day Notice to End Tenancy for Unpaid Rent dated December 3, 2015 is of no effect or force. The tenancy continues.

As the tenant did not participate in this hearing or submit any documentary evidence for consideration, I dismiss the balance of the tenants' application.

As neither party was completely successful they must each bear the cost of their filing fee.

Conclusion

The notice to end tenancy is set aside. The 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: January 19, 2016

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Residential Tenancy Branch

