



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MISSION & DISTRICT SENIOR CITIZEN HOUSING ASSOCIATION  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MT, CNR

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed under the Residential Tenancy Act (the "Act"), to allow a tenant more time to dispute a notice to end tenancy and to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice"), issued on November 14, 2015.

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 served in person on November 28, 2015.

I find that the landlord has been duly served in accordance with the Act.

### Preliminary matter

In this case, the tenant has applied for more time to dispute a notice to end tenancy; however, the notice to end tenancy was issued on November 14, 2015 and the tenant filed an application to dispute the notice to end tenancy on November 19, 2015. I find the tenant filed their application within the statutory time.

### Issue to be Decided

Should the Notice issued on November 14, 2015, be cancelled?

### Background and Evidence

The tenant testified on October 31, 2015, that they hired a moving company to move their belongings into the rental unit, as their tenancy was just commencing. The tenant indicated that during the move their money was stolen and they were unable to pay the rent due on November 1, 2015. The tenant stated that they filed a police report and requested the help of an organization on an emergency basis, which their request was granted and a rent cheque was received a short time later.

The tenant testified that the rent for November 2015, and December 2015, have been paid in full.

### 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 their money to pay November 2015, rent was stolen when they hired a moving company to move their belongings on October 31, 2015, as their tenancy was to commence on November 1, 2015.

Under the Act the tenant is required to pay the rent within five days after receiving the Notice. This did not occur. However, as the landlord did not appear and the evidence of the tenant was rent for November 2015, and December 2015, has been paid in full. I find it only reasonable to conclude that the landlord accepted rent and was reinstating the tenancy. Therefore, I grant the tenant's application to cancel the Notice.

### Conclusion

The tenant's application to cancel the Notice is granted. The tenancy will continue until legally ended in accordance with the Act. 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

---

Residential Tenancy Branch

