



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR

### Introduction

The Application for Dispute Resolution filed by the Tenant seeks an order for more time to bring this application and an order to cancel the 10 day Notice to End Tenancy dated January 16, 2016.

A hearing was conducted by conference call in the presence of the Applicant but in the absence of the Respondent although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the Application for Dispute Resolution/Notice of Hearing was served on the Respondent by mailing, by registered mail to where the respondent carries on business on February 24, 2016. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the Tenant is entitled to more time to bring this application?
- b. Whether the tenant is entitled to an order cancelling the 10 Notice to End Tenancy dated January 16, 2016?

### Background and Evidence

The tenancy began approximately 5 years ago. The tenant was forced to leave for a short period of time because of a flood problem. However, he returned to the rental unit and has lived in it for approximately one year under this tenancy agreement. The tenancy agreement provided that the tenant(s) would pay rent of \$800 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$400 at the start of the tenancy.

### Analysis:

The landlord failed to contact the telephone bridge number at the scheduled start of the hearing. The telephone line conference line remained open and the phone system was monitored for ten minutes. The landlord failed to appear. I then proceeded with the hearing.

I determined there were sufficient grounds to give the Tenant more time to file this Application.

I determined the Notice is void as the tenant attempted to pay the rent when the Notice was served and the landlord refused to accept the payment. .

Further, the rent was subsequently paid for January on February 10, 2016. The rent has been paid for February and March. The landlord accepted the payments unconditionally and in so doing reinstated the tenancy.

Determination and Orders:

After carefully considering all of the evidence I ordered that the 10 day Notice to End Tenancy dated January 16, 2016 be cancelled. The tenancy shall continue with the rights and obligations of the parties remaining unchanged.

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: March 21, 2016

---

Residential Tenancy Branch

