



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant to cancel a notice to end tenancy for unpaid rent and utilities.

The Tenant appeared for the hearing and provided affirmed testimony during the hearing and documentary evidence prior to the hearing. However, there was no appearance for the Landlord during the eight minute hearing. Therefore, I turned my mind to the service of documents by the Tenant.

The Tenant testified that she served the Notice of Hearing documents and a copy of the Application personally to the Landlord on February 10, 2016. Therefore, in the absence of any evidence from the Landlord to dispute this, I find that the Landlord was served in accordance with Section 89(1)(a) of the *Residential Tenancy Act* (the “Act”). As a result, I considered the undisputed evidence of the Tenant and make my decision as follows.

Issue(s) to be Decided

Has the Tenant established that the notice to end tenancy ought to be cancelled?

Background and Evidence

The Tenant testified that this tenancy began on November 2015 on a month to month basis. Rent is payable in the amount of \$600.00 on the first day of each month. The Tenant paid the Landlord a \$300.00 security deposit at the start of the tenancy.

The Tenant testified that she was personally served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “Notice”) on February 3, 2016. The Tenant provided the Notice into evidence prior to the hearing. The Notice details an outstanding

amount of rent of \$600.00 due on February 1, 2016, and has a vacancy date of February 14, 2016.

The Tenant testified that she paid the February 2016 rent to an agent that was assigned by the Landlord to collect the rent before the Notice was issued to her. The Tenant also testified that she had paid rent for March 2016 and had been provided with a receipt for this amount which she provided into evidence. The receipt does not indicate that the March 2016 rent was accepted for use and occupancy only. The Tenant testified that she has paid all her rent to date.

Analysis

I have examined the Notice and I find the method in which it was served to the Tenant and the contents of the Notice comply with the requirements of Section 52 of the Act. I accept the Tenant personally received the Notice on February 3, 2016 and I find that the Tenant made an Application to dispute the Notice on February 4, 2016. This is within the five day time limit provided by Section 46(4) (b) of the Act.

The Tenant denied being in any rent arrears for this tenancy. The Landlord failed to appear for the hearing in order to dispute this evidence and explain the outstanding rent amount on the Notice. Furthermore, I find there is sufficient evidence before me that the rent for this tenancy for March 2016 has been accepted from the Tenant and the tenancy has been re-instated. Therefore, I find this Notice should be cancelled.

Conclusion

I grant the Tenant's request to cancel the Notice dated February 3, 2016 and the tenancy will resume until it is 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: March 21, 2016

Residential Tenancy Branch