



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR

### Introduction

This matter dealt with an application by the Tenant to cancel a 10 Day Notice to End Tenancy for Unpaid Rent.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the “hearing package”) by personal delivery on February 19, 2016. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded in the Landlord’s absences.

### Issues(s) to be Decided

1. Is the Tenant entitled to an order to cancel the Notice to End Tenancy?

### Background and Evidence

This tenancy started on September 1, 2015 as a month to month tenancy. Rent is \$1,000.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$500.00 in September, 2015.

The Tenant said he has paid the rent for February, March and April, 2016 and the Landlord accepted the rent and issued a receipt to the Tenant as rent paid. Further the Tenant said the 10 Day Notice to End Tenancy was issued on February 1, 2016 which is the day rent is due so the Notice is invalid.

### Analysis

As the Landlord accepted rent for February, March and April 2016 and issued paid rent receipts; I find the Landlord has re-instated the tenancy which cancels the 10 Day Notice to End Tenancy for unpaid rent. Further the Tenant is correct that a 10 Day Notice to End Tenancy for unpaid rent cannot be issued on the day the rent is due because the rent is not overdue on the day rent is to be paid. The 10 Day Notice to End Tenancy for unpaid rent dated February 1, 2016 is invalid. For these reasons I cancel the 10 Day to End Tenancy for unpaid rent dated February 1, 2016.

### Conclusion

The 10 Day Notice to End Tenancy dated February 1, 2016 is cancelled and the tenancy is ordered to continue as agreed in the tenancy agreement.

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: April 06, 2016

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Residential Tenancy Branch