



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNR

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated April 27, 2016 ("10 Day Notice"), pursuant to section 46.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. This hearing lasted approximately 44 minutes.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package ("Application"). In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's Application.

The tenant acknowledged that he did not serve the landlord with his five-page written evidence package, with the exception of one page. The landlord agreed. Accordingly, I only considered one of the tenant's five pages of written evidence at this hearing, as the remainder was not served on the landlord as required by Rule 2.5 of the Residential Tenancy Branch *Rules of Procedure*.

### Preliminary Issue – Jurisdiction

At the hearing, both parties agreed to the following facts. The tenant did not have a rent-to-own written agreement with the landlord. The tenant did not purchase the rental unit from the landlord or make a down payment to the landlord for purchase. The tenant began residing in the rental unit on May 9, 2014 to present. The tenant rents the unit from the landlord for \$1,500.00 per month under a verbal tenancy agreement. Accordingly, I find that I have jurisdiction to hear this matter as it is a tenancy.

### Preliminary Issue – Landlord's Withdrawal of Notice

At the outset of the hearing, the landlord confirmed that his 10 Day Notice was cancelled because the tenant had paid the rent prior to him issuing the notice. Accordingly, this tenancy continues until it is ended in accordance with the *Act*.

Conclusion

The tenant's application is allowed. The landlord's 10 Day Notice, dated April 27, 2016, is cancelled and of no force or effect. This tenancy continues 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: June 03, 2016

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Residential Tenancy Branch