



# 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* (the "Act") for:

- cancellation of a 10 Day Notice to End Tenancy for unpaid rent, pursuant to section 46

The hearing was conducted by conference call. The landlord did not attend this hearing, although I waited until 11:15 a.m. in order to enable the landlord to connect with this teleconference hearing scheduled for 11:00 a.m. The tenant attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions.

### Issues

Should the landlord's 10 Day Notice to End Tenancy be cancelled? If not, is the landlord entitled to an order of possession?

### Background and Evidence

The tenancy began on August 1, 2015 with a monthly rent of \$850.00 payable on the 1<sup>st</sup> day of each month. The tenant paid a security deposit of \$425.00 at the start of the tenancy.

The 10 Day Notice to End Tenancy subject to this dispute in dated May 13, 2016.

Analysis

Section 46 of the Act requires that upon receipt of a Notice to End Tenancy for non-payment of rent the tenant must, within five days, either pay the full amount of the arrears indicated on the Notice or dispute the Notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If the tenant makes such an application, the onus shifts to the landlord to justify, on a balance of probabilities, the reasons set out in the 10 Day Notice to End Tenancy.

The landlord failed to participate in the hearing and failed to provide sufficient evidence that the Notice was issued on valid grounds.

Accordingly, the 10 Day Notice to End Tenancy is cancelled.

Conclusion

I allow the tenant's application to cancel the landlord's 10 Day Notice to End Tenancy, dated May 13, 2016, which is hereby 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 24, 2016

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Residential Tenancy Branch