



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 353806 BC LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR

### Introduction

This hearing dealt with the tenant's application pursuant to section 46 of the Residential Tenancy Act to cancel a 10 Day Notice to End Tenancy for Unpaid Rent ("10 Day Notice") issued by the landlord.

The landlord did not attend this hearing, although I waited until 11:14am in order to enable the landlord to connect with this teleconference hearing scheduled for 11:00am. The tenant and her advocate attended the hearing and both were given a full opportunity to be heard, to present sworn testimony, and to make submissions.

The tenant provided sworn undisputed testimony that the landlord was served with her Application for Dispute Resolution package ("ADR") including Notice of Hearing on June 9, 2016. The tenant provided verifiable Canada Post tracking information confirming that the tenant's ADR was received by the landlord.

### Issue(s) to be Decided

Should the landlord's 10 Day Notice be cancelled?

### Background and Evidence

This tenancy began on September 1, 2015 with a rental amount of \$850.00 payable on the first of each month. The tenant testified, supported by documentary evidence submitted for this hearing that she receives subsidy through two organizations to assist her in the payment of her rent.

The tenant testified that she received a 10 Day Notice to End Tenancy on June 7, 2016 posted to her door. She testified that this is the 2<sup>nd</sup> such notice she has received over the course of her tenancy. On receipt of the previous 10 Day Notice, she was shortly thereafter advised that the notice to end tenancy was issued in error. The tenant and

her advocate submitted email correspondence from the landlord indicating that this most recent notice dated June 2016 was also issued in error. The landlord wrote, "I do apologize but it should have been checked before applying for an Arbitration ... and this could have been easily solved".

### Analysis

Given the evidence provided by the tenant to show that her rent had been paid and based on her sworn, undisputed testimony, I find that the 10 Day Notice issued by the landlord should be cancelled. I also note that the tenant, through her advocate submitted correspondence from the landlord stating that this notice to end tenancy was issued in error and further that the landlord did not attend this hearing. I accept the evidence submitted by the tenant and her advocate. In all of the circumstances, I grant the tenant's application to cancel the landlord's 10 Day Notice to End Tenancy.

### Conclusion

I cancel the landlord's 10 Day Notice to End Tenancy. The tenancy shall continue.

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: July 15, 2016

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Residential Tenancy Branch