



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNR, OLC

Introduction

This hearing was convened in response to the Tenant's' Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Unpaid Rent and for an Order requiring the Landlord to comply with the *Residential Tenancy Act (Act)* or the tenancy agreement.

The Tenant stated that on, or about, July 07, 2016 she personally served the Application for Dispute Resolution, the Notice of Hearing, and a copy of a Ten Day Notice to End Tenancy to an agent for the Landlord. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Act*; however the Landlord did not appear at the hearing.

Issue(s) to be Decided

Should the Notice to End Tenancy for Unpaid Rent be set aside?

Background and Evidence

The Tenant stated that:

- the tenancy began on May 15, 2013;
- she agreed to pay monthly rent of \$1,050.00 by the first day of each month;
- on July 01, 2016 she attempted to pay the Landlord \$788.75, which is the amount she believed she had to pay for that month as a result of a previous dispute resolution proceeding;
- on July 06, 2016 a Residential Tenancy Branch Arbitrator authorized her to reduce one rent payment by \$550.00;
- she opted to apply to \$550.00 rent reduction to the rent that was due for July of 2016;
- on July 06, 2016 she paid \$500.00 in rent to the Landlord;
- she believes that her rent was paid in full for July of 2016 on July 06, 2016; and
- on, or about July 02, 2016 she found a Ten Day Notice to End Tenancy posted on her front door, a copy of which was submitted in evidence.

Analysis

On the basis of the testimony of the Tenant and in the absence of evidence to the contrary I find that:

- the Tenant agreed to pay monthly rent of \$1,050.00;
- on July 06, 2016 a Residential Tenancy Branch Arbitrator authorized the Tenant to reduce one rent payment by \$550.00;
- the Tenant opted to apply this rent reduction to rent due for July of 2016;
- on July 06, 2016 the Tenant paid \$500.00 in rent for July of 2016; and
- on July 06, 2016 the rent was paid, in full, for July of 2016.

Section 46(4) of the *Act* stipulates that if a tenant pays all of the overdue rent within 5 days after receiving a Ten Day Notice to End Tenancy, the Notice has no effect. As the Tenant paid all of the rent that was due for July within five days of receiving the Ten Day Notice to End Tenancy on July 02, 2016, I find that this Notice to End Tenancy has no effect. I therefore grant the Tenant's application to set aside the Ten Day Notice to End Tenancy that is the subject of these proceedings.

Conclusion

The Ten Day Notice to End Tenancy that is the subject of these proceedings has been set aside. 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 *Act*.

Dated: August 18, 2016

Residential Tenancy Branch