



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT CNR

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, received at the Residential Tenancy Branch on August 17, 2016 (the "Application"). The Tenant applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"):

- an order granting more time to make an application to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "10 Day Notice"); and
- an order cancelling the 10 Day Notice.

The Tenant attended the hearing in person and provided a solemn affirmation. The Landlords did not attend the hearing.

The Tenant was given an opportunity to present evidence orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Tenant has applied for more time to make an application to dispute the 10 Day Notice, pursuant to section 66 of the *Act*. However, I find the Tenant did file the Application within the timeframe required under section 46 of the *Act*. Accordingly, an order granting more time is not required and will not be considered further in this Decision.

Issue to be Decided

Is the Tenant entitled to an order cancelling the 10 Day Notice?

Background and Evidence

The Tenant attended the hearing on his own behalf. He testified to his belief that the parties have resolved this matter. He did not know if the Landlords would attend the hearing.

The Tenant provided some background. He acknowledged that rent was not paid when due on August 1, 2016. As a result, the Landlord issued the 10 Day Notice. The Tenant acknowledged receipt on August 12, 2016. This was apparently the third such notice.

According to the Tenant, the reason for the delay in payment was a disruption to his income during treatment for a serious medical issue. The Tenant testified that rent was subsequently paid and is currently up to date.

Although the Tenant testified the 10 Day Notice was in the proper form, neither party submitted a copy into evidence.

Analysis

Section 46 of the *Act* permits a landlord to end a tenancy when rent remains unpaid on any date after the day it is due. However, when a tenant disputes a notice to end tenancy for unpaid rent, the burden shifts to the landlord to provide evidence in support of the reasons for ending the tenancy.

In this case, the Landlord did not attend the hearing. Accordingly, the 10 Day Notice is cancelled. The tenancy will continue until otherwise ended in accordance with the *Act*.

Conclusion

The 10 Day Notice is cancelled. The tenancy will continue until otherwise 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: October 13, 2016

Residential Tenancy Branch