



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding STONEWATER VENTURES #110 LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, LRE

### Introduction

On October 7, 2016, the Tenant made an Application for Dispute Resolution to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (“the Notice”) dated October 6, 2016, and to suspend or set conditions on the Landlord right to enter the rental unit. On November 7, 2016, the Tenant amended his Application to include another 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated November 4, 2016.

The matter was set for a conference call hearing. The Landlord and Tenant attended the hearing.

The parties were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

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 testified that he did not intend to include a request to suspend or set conditions on the Landlord right to enter the rental unit within his Application. The Tenant asked to dismiss that request.

### Issue to be Decided

- Should the 10 Day Notices be cancelled?

### Background

The Tenant testified that he received two 10 Day Notices to End Tenancy for Unpaid Rent from the Landlord.

- 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated October 6, 2016
- 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated November 4, 2016.

The Landlord testified that the Tenant has paid all the rent that is due and the Landlord is not seeking an order of possession. The Landlord testified that the tenancy will continue.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenant has paid the rent in full and therefore the 10 Day Notice dated October 6, 2016, and the 10 Day Notice dated November 4, 2016 are set aside.

The Tenant's Application to cancel the Notices is successful. The tenancy will continue until ended in accordance with the Act.

### Conclusion

The Tenant's application to cancel the 10 Day notices is successful. The tenancy will continue until 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: November 30, 2016

---

Residential Tenancy Branch