



# 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* ("Act") for cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 47.

The landlord did not attend this hearing, which lasted approximately 20 minutes. The tenant attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The tenant acknowledged receipt of the 10 Day Notice on or about November 15, 2016. The tenant testified that he filed an application for dispute resolution on November 21, 2016 and personally served it on the landlord on November 23, 2016. Based on the undisputed testimony of the tenant and in accordance with section 89(1) of the *Act*, I find that the landlord was duly served with the tenant's application on November 23, 2016, the day it was provided in person to the landlord.

### Issue(s) to be Decided

Should the 10 Day Notice be cancelled?

### Background and Evidence

The tenant provided undisputed testimony regarding this tenancy. This tenancy began in August, 2016 and the monthly rental amount is \$1,100.00 payable on the 1<sup>st</sup> of each month. The tenant continues to reside in the rental unit.

I note that while this matter is not before me at this hearing, the tenant provided testimony regarding the condition of the rental unit and the landlord's failure to adequately repair, maintain and provide services and facilities included in the rental agreement.

### Analysis

Section 46 of the *Act* provides that upon receipt of a notice to end tenancy for non-payment of rent the tenant may, within ten days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. I find that the tenant has filed the application for dispute resolution within the allotted time.

When the tenant files an application to dispute the notice, the landlord bears the burden to prove the grounds for the 10 Day Notice. Because the landlord did not attend the hearing, I find the landlord has failed to satisfy the burden of proof and I therefore allow the tenant's application to cancel the 10 Day Notice.

### Conclusion

The tenant's application to cancel the 10 Day Notice is allowed. The Notice is of no continuing force or effect. This tenancy continues 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: December 29, 2016

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Residential Tenancy Branch