



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR

### Introduction

This hearing was convened pursuant to the tenant's application to cancel a notice to end tenancy for unpaid rent. The tenant and the landlord participated in the teleconference hearing.

### Preliminary Issue – Request for Adjournment

At the beginning of the hearing the tenant requested an adjournment. The landlord opposed the adjournment, stating that the tenant said that he knows the rules and would stretch this out as long as possible. The tenant acknowledged that he owes some rent. I informed the parties that I would proceed to hear testimony before determining that an adjournment would be necessary. Based on the evidence and decision set out below, I found that no adjournment was necessary.

### Issue(s) to be Decided

Is the notice to end tenancy dated January 14, 2017 valid?

### Background and Evidence

The tenancy began on December 1, 2013. Rent in the amount of \$850.00 is payable in advance on the first day of each month. The tenant failed to pay \$425.00 of the rent for January 2017, and on January 14, 2017 the landlord served the tenant with a notice to end tenancy for non-payment of rent. On January 18, 2018, the landlord received a payment of \$425.00 for the tenant's portion of the rent intended for February 2017.

### Analysis

When a tenant is served with a notice to end tenancy for unpaid rent, if they pay the outstanding amount in full within five days after receiving the notice, then the notice has no effect.

In this case the landlord received payment of \$425.00, the outstanding amount of rent in the notice, four days after the landlord served the tenant with the notice to end tenancy. I find that it is not relevant that the payment was intended toward February 2017 rent. It was open to the landlord to serve the tenant with the January notice earlier in the month or to serve the tenant with another notice after February 1, 2017, but they did not do so. I therefore found that the notice to end tenancy dated January 14, 2017 was of no effect.

I informed the landlord that as \$850.00 was still outstanding for February 2017, it was open to them to serve the tenant with a new notice to end tenancy for unpaid rent, and it would be up to the tenant to pay the full amount within five days of receiving the new notice.

### Conclusion

The notice to end tenancy dated January 14, 2017 is not valid and I hereby cancel the notice. The tenancy continues until such time as it ends 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: February 20, 2017

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Residential Tenancy Branch

