



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding H & M REMPEL  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, MT

### Introduction

The tenant applies to cancel a ten day Notice to End Tenancy for unpaid rent dated and received March 9, 2017.

She also seeks more time to make her application, however it was determined that her application, made March 13, was within the five day application period imposed by s. 46 of the *Residential Tenancy Act* (the “Act”). An extension of time is not required.

The tenant has filed as evidence a one month Notice to End Tenancy for cause issued March 15, 2017, after her application was brought. She has not made an application to cancel that Notice nor amended this application to include such a claim.

Both parties attended the hearing, the landlord by his authorized representative, and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

### Issue(s) to be Decided

Was there unpaid rent on March 9, justifying the Notice? Did the tenant pay the amount due within five days, thus voiding the Notice? Does the issuance of a later, one month Notice to End Tenancy, affect the ten day Notice?

### Background and Evidence

The rental unit is a one bedroom apartment in an apartment building. The tenancy started in October 2015. The current rent is \$700.00 per month, due on the first of each month, in advance. The landlord holds a \$350.00 security deposit.

The tenant admits that she only paid \$180.00 towards the March rent of \$700.00. She confirms that she has not paid the balance of \$520.00, the amount demanded in the ten day Notice, within five days after receiving the ten day Notice, or at all.

She testifies that she thinks the receipt of the one month Notice dated March 15 invalidated the ten day Notice.

### Analysis

The question of the validity of the one month Notice for cause is not a proper question for this hearing. Though the tenant has filed a copy of it, she has not indicated in her application that she seeks to cancel it. She has not amended her application to challenge that Notice. The material filed by her does not raise a claim to challenge the one month Notice.

There is no basis to conclude that the giving of the one month Notice for cause rendered the earlier ten day Notice for unpaid rent void or invalid. The two Notices are for different causes, either of which can end a tenancy. The rent still remains unpaid.

I must dismiss the tenant's argument that the later one month Notice had a voiding effect on the ten day Notice.

As a result, there is no basis offered by the tenant that would avoid the effect of s. 46 of the *Act*, resulting in the ten day Notice causing this tenancy to end ten days after the Notice was received, namely: March 19, 2016.

I find that this tenancy ended March 19, 2016 as a result of the ten day Notice and, by operation of s. 55 of the *Act*, the landlord must be issued an order of possession.

Conclusion

The tenant's application is dismissed.

The landlord will have an order of possession.

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: April 12, 2017

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Residential Tenancy Branch