



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VANCOUVER NATIVE HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46.

Issues to be Decided

Should the landlord's 10 Day Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Only the tenant appeared at the hearing. The tenant provided affirmed testimony and was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

The tenant testified and supplied documentary evidence that she served the landlord with the Notice of Hearing and Application for Dispute Resolution by registered mail, sent on May 15, 2017, and deemed received under the Act five days later. The tenant had provided tracking information from Canada Post indicating the mail had been signed for on May 17, 2017. I find the landlord has been duly served in accordance with the Act. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

Background and Evidence

The tenant gave the following testimony. The tenancy began on or about August 1, 2014. Rent in the amount of 407.00 is payable in advance on the first day of each month. The tenant testified that she always pays her rent on time and isn't sure why she was given a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities. The tenant testified that there is no outstanding rent.

Analysis

The tenant applied for dispute resolution to dispute the notice. The tenant testified that there is no outstanding rent. The landlord chose not to attend or submit any documentation for this hearing. Based on the above I hereby set aside the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated May 10, 2017, it is of no effect or force.

Conclusion

The notice to end tenancy is set aside. The tenancy continues.

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: June 26, 2017

Residential Tenancy Branch