



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SINGLA BROS. HOLDINGS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, O

Introduction

This matter dealt with an application by the Tenants to cancel a Notice to End Tenancy for unpaid rent and for other considerations.

The Landlord dialled into the conference call but the Tenants did not dial into the conference call.

The hearing started at 2:00 p.m. as scheduled, however by 2:10 p.m. the Tenants had not dialled into the conference call. In the absence of any evidence from the Tenants to support the application, the application is dismissed without leave to reapply.

Further the Landlord said the Tenants have paid the unpaid rent indicated on the July 8, 2017, 10 Day Notice to End Tenancy for Unpaid Rent, but the Landlord did not know when the rent was paid.

Analysis

Section 26(1) says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

As the rent has been paid and the Landlord does not know when the rent was paid the Tenants may have paid the unpaid rent within the time limits of the 10 Day Notice to End Tenancy for Unpaid Rent; therefore I am unable to grant the Landlord an Order of Possession due to a lack of evidence about when the unpaid rent was paid.

The Landlord continued to say the Tenants have unpaid rent for September, 2017 and she will apply for an Order of Possession and monetary order through the Direct Request process.

Conclusion

The Tenants' application to cancel the 10 Day Notice to End Tenancy for unpaid rent dated July 8, 2017 is dismissed without leave to reapply.

As well the unpaid rent indicated on the 10 Day Notice to End Tenancy for unpaid rent dated July 8, 2017 has been paid but there is no evidence as to when it was paid; therefore I cancel the 10 Day Notice to End Tenancy for unpaid rent as the notice was satisfied and there is a lack of evidence to warrant 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: September 11, 2017

Residential Tenancy Branch