



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR OLC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("the Act") for cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent pursuant to section 46 and an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62.

Representatives for both parties attended this hearing and were given a chance to testify and make submissions. The landlord was represented by an on-site manager and his daughter (off-site manager). The tenant was present with his son and 3 witnesses. The landlord confirmed receipt of the tenant's Application for Dispute Resolution package including evidence for this hearing.

The landlord testified that the tenant paid the outstanding rent in full and that the landlord will not rely on the 10 Day Notice issued to end this tenancy. Therefore, the tenant withdrew the application to cancel the 10 Day Notice (CNR).

During the teleconference, the landlord advised the tenant and his representative that this tenancy, set for a 1 year fixed term, will expire on March 31, 2018. Further, the landlord advised the tenant that *the landlord will not agree to continue the tenancy after March 31, 2018.*

Before the conclusion of this hearing, the parties discussed the remaining issue between them: the method of rent payment. Without creating a formal agreement as to the method of pay, the parties agreed that the tenant will pay the \$2400.00 rental amount on March 1, 2018 (in full and on time in accordance with the residential tenancy agreement and section 26 of the Act below). The landlord confirmed that cash or cheque would be accepted as payment and asked that the tenant provide it to the landlord as his residence. The landlord's name and address were confirmed for the tenant.

I provide section 26(1) of the Act for the information of the parties,

- 26** (1) 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.

I note for the benefit of the landlord that section 26(2) requires the landlord to provide a tenant with a receipt for rent paid in cash.

Based on the submissions of both parties, this application was withdrawn in its entirety.

Conclusion

The tenant's application was withdrawn.

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 23, 2018

Residential Tenancy Branch