



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TEIVAH HOLDINGS CORP.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MT, CNR, FF

Introduction

This matter dealt with an application by the Tenant for more time to make the application, to cancel a Notice to End Tenancy for Unpaid Rent and to recover the filing fee for this proceeding.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the “hearing package”) by registered mail on or about April 7, 2018. The Tenant provided Canada Post tracking information to support the service of documents. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded in the Landlord’s absence.

Issues(s) to be Decided

1. Is the Tenant entitled to more time to make the application?
2. Is the Tenant entitled to an order to cancel the Notice to End Tenancy?
3. Is the Tenant entitled to recover the filing fee?

Background and Evidence

This tenancy started on February 1, 2018 as a one year fixed term tenancy. Rent is \$6,000.00 per month payable on the 1st day of each month. The Tenant paid a security deposit of \$3,000.00 on January 28, 2018. The Tenant said a move in condition inspection report was completed at the start of the tenancy.

The Tenant continued to say that his rent payment was delayed because he did not have the address of the Landlord to send a replacement cheque to. The Tenant said the Landlord has not given him a copy of the tenancy agreement as of yet so he looked up the Landlord’s address on the internet. The Landlord’s address that he found was

incorrect and as a result the rent payment was late and the Landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent. The Tenant continued to say he has paid the unpaid rent by e-transfer and the Landlord did not give him a rent payment receipt with "for use and occupancy only" written on it. The Tenant continued to say he has given the Landlord post dated cheques for the rest of the tenancy so this problem should not happen again.

Further the Tenant said if he is successful in cancelling the Notice to End Tenancy he is not requesting to recover the filing fee.

Analysis

The Landlord did not attend the hearing and the Landlord did not provide any evidence to support the 10 Day Notice to End Tenancy for Unpaid Rent dated March 14, 2018. Further as the Landlord accepted the March 2018 and April 2018 rent payments without issuing a rent receipt for "Use and Occupancy Only" the Landlord has reinstated the tenancy. Consequently I find the Tenant has established grounds to have the 10 Day Notice to End Tenancy for Unpaid Rent dated March 14, 2018 cancelled. The 10 Day Notice to End Tenancy for Unpaid Rent dated March 14, 2018 is cancelled and the tenancy is ordered to continue as stated in the tenancy agreement.

Conclusion

The 10 Day Notice to End Tenancy for Unpaid Rent dated March 14, 2018 is cancelled and the tenancy is ordered to continue as stated in the tenancy agreement.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Tenancy Act*.

Dated: May 2, 2018

Residential Tenancy Branch