



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HENG CHAO REAL ESTATE DEVELOPMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR

### Introduction

On April 17, 2018, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) requesting to cancel a Ten-Day Notice to End Tenancy for Unpaid Rent (the “Notice”). The matter was set for a participatory hearing via conference call.

The Tenant attended the conference call hearing; however, the Landlord did not attend at any time during the 17-minute hearing. The Tenant testified that the Notice of Hearing was sent to the Landlord by registered mail on April 23, 2018. The Tenant provided the tracking number for the registered mail and advised that, regardless of a Canada Post notice card being left at the Landlord’s address, the Notice of Hearing package was not picked up by the Landlord. I find that the Landlord is deemed to have received the Notice of Hearing on April 28, 2018, in accordance with Sections 89 and 90 of the Act.

The Tenant was provided the opportunity to present his affirmed evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue to be Decided

Should the Notice be canceled?

### Background and Evidence

The Tenant provided undisputed testimony that he received the Notice through personal service of from a building manager, unknown to the Tenant on April 17, 2018. The Notice contained a vacate date of April 16, 2018 and it was signed by the Landlord on April 16, 2018. The service portion of the Notice appeared to be dated April 26, 2018 and the Landlord indicated that the rental unit that the Tenant had to vacate was from the Landlord's address.

The Tenant stated that the Landlord had been giving him confusing directions as to where and to whom the monthly rent should be paid. He stated that he paid his April rent to the Building Manager on time and has since paid the Landlord rent for May 2018.

The Tenant has been living in the rental unit since April 2015 is paying \$620.00 monthly. The Tenant has a receipt for his May 2018 rent.

### Analysis

The Landlord failed to appear for the hearing and present evidence with respect to the circumstances that led up to issuing of the Notice and the events that transpired thereafter. As the Landlord failed to appear for the hearing, I find the Landlord has failed to prove the Notice.

Furthermore, I find the evidence before me suggests that the Landlord has re-instated the tenancy by accepting rent. I accept that there are no rental arrears in this tenancy because the Landlord has accepted rent for April and May 2018 from the Tenant. I am satisfied by the Tenant's oral evidence that the Landlord failed to give sufficient information about where to pay the rent in April or an indication that he was still pursuing the ending of the tenancy after accepting rent monies on May 1, 2018.

As a result of the Tenant's testimony and the above, I find the Notice must be canceled and that the tenancy will continue.

### Conclusion

The Landlord failed to appear for the hearing to prove the Notice and the tenancy has been re-instated. Therefore, I grant the Tenants' Application to cancel the Notice. The tenancy will continue until such time it is ended in accordance with the Act.

The parties are encouraged to take steps to establish the method of rent payment for this tenancy in writing to ensure that future disputes do not arise on this issue.

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: May 24, 2018

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Residential Tenancy Branch