



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding REALSTAR APARTMENT PARTNERSHIP 3-BRAEMAR
GARDENS and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR MT

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 (the "Ten-Day Notice") pursuant to section 46; and,
- more time to make an application to cancel the landlord's "Ten-Day Notice" pursuant to section 66.

The landlord's representative, B.W. attended the hearing. The landlord had full opportunity to provide affirmed testimony, present evidence, and make submissions.

The tenant did not attend the hearing. I kept the teleconference line open from the scheduled hearing time of 9:30 a.m. for ten minutes until 9:40 a.m. to allow the tenant the opportunity to call. The teleconference system indicated only the landlord and I had called into the hearing. I confirmed the correct participant code was provided to the tenant.

The landlord testified that the Ten-Day Notice was posted on the tenant's door on March 3, 2019. Pursuant to section 90 of the Act, the Ten-Day Notice is deemed to have been served three days later, being March 6, 2019. Pursuant to section 46(4) of the Act, the tenant had five days after service of the Ten-Day Notice to pay the overdue rent or file an application to dispute the notice.

The landlord testified that the tenant paid the landlord the full amount of overdue rent stated on the Ten-Day Notice on March 9, 2019. As such, I find that the tenant has fully paid the overdue rent within five days of service of the notice to end tenancy.

Section 46(4) states that, if a tenant fully pays the overdue rent within five days of the service of the notice to end tenancy, then the notice has no effect. Accordingly, pursuant to section 46(4), I find that the landlord's Ten-Day Notice dated March 3, 2019 is cancelled and is of no force or effect.

Conclusion

I order that the landlord's Ten-Day Notice dated March 3, 2019 is hereby cancelled and is of no force or effect.

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 06, 2019

Residential Tenancy Branch