



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, ERP, MNDC

Introduction

The tenant applies to cancel a ten day Notice to End Tenancy for unpaid rent received March 14, 2019. He also seeks an order for repairs to the rental unit and, by amendment, a monetary award or retroactive rent reduction due to the state of the premises.

Both parties attended the hearing, the tenant with his advocated.

It was determined that the tenant's application for a repair order and his amendment requesting monetary compensation were unrelated to the essential claim to cancel the ten day Notice, the claim that has caused this matter to be heard on a priority basis. Pursuant to Rule 2.3 of the Rules of Procedure these two claims were dismissed with leave for the tenant to re-apply. It also appears possible that the landlord had not received the tenant's evidence in support of the repair order or notice of the tenant's amended claim for monetary compensation. Should the tenant re-apply he should be careful to ensure that all claims and materials in support are shared with the landlord, and vice versa.

Issue(s) to be Decided

Has the ten day Notice to End Tenancy ended the tenancy?

Background and Evidence

Agreed facts were determined at the start of the hearing. The landlord is herself a tenant of this four bedroom house under a fixed term tenancy agreement that started in August 2018. She resides in the home and rents out the remaining three bedrooms to boarders. They all share cooking and bathroom facilities. The tenant moved in on March 4, 2019 based on a verbal agreement to pay \$650.00 monthly rent. No deposit money was paid.

The tenant did not pay the first rent due March 4. The landlord issued this ten day Notice on March 14. The tenant did not pay the rent within the five day period following and thus, in accordance with s. 46 of the *Residential Tenancy Act*, this tenancy would have ended by law on March 25.

However, the tenant tendered rent in full on March 26 and the landlord accepted it without condition.

Analysis

This tenancy would have ended March 25 but on the 26th the tenant tendered rent and it was accepted as rent unconditionally by the landlord. There is no evidence of any other factor that might indicate the transaction to be otherwise. The transaction had the effect of reinstating the tenancy on the same terms and conditions and so even though the tenancy might have technically ended for a day, it continues on. As a result the tenant's application to cancel the ten day Notice is no longer relevant to this tenancy.

Conclusion

The application to cancel the ten day Notice is dismissed. The remainder of the tenant's application is dismissed with leave to re-apply.

This decision was rendered orally at hearing and 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 09, 2019

Residential Tenancy Branch