



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, LRE, OLC, MNDC

### 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 10 Day Notice) pursuant to section 46;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70.

The tenant attended the hearing via conference call and provided undisputed testimony. The landlord did not attend or submit any documentary evidence. The tenant stated that the landlord was served with the Notice of Hearing Package and the 5 submitted documentary evidence package(s) via Canada Post Registered Mail. I accept the undisputed testimony of the tenant and find that the landlord was sufficiently served as per section 90 of the Act.

### Preliminary Issue(s)

At the outset, the tenant's application was clarified. The tenant seeks a monetary claim for compensation, an order for the landlord to comply and an order to suspend or set conditions on the landlord's right to enter the rental unit. The tenant stated that he wished to cancel these portions of the application. As such, no further action is required.

### Issue(s) to be Decided

Is the tenant entitled to an order cancelling the 10 Day Notice?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The tenant stated that the landlord served him with a 10 Day Notice on April 26, 2019 in person which states that the tenant failed to pay rent of \$400.00 that was due for April 2019. The tenant argues that rent was paid.

### Analysis

Pursuant to section 46 of the Act, a landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end tenancy effective on a date that is not earlier than ten days after the date the tenant receives the notice.

I find, on a balance of probabilities, the tenant did pay his rent when it was due based upon the undisputed testimony of the tenant. The landlord did not attend or submit any documentary evidence for this hearing. As such, the tenant has been successful in his application to have the 10 Day Notice cancelled.

### Conclusion

The tenant's application is granted.

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: June 07, 2019

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Residential Tenancy Branch