



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNR, MT, FFT

### Introduction

This teleconference hearing was scheduled in response to an application by the Tenant under the *Residential Tenancy Act* (the “Act”) to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “10 Day Notice”), for an extension of time to dispute the 10 Day Notice, and for the recovery of the filing fee paid for the Application for Dispute Resolution.

The Landlord was present at the start of the hearing and provided his verbal authorization for an agent to speak on his behalf as the Landlord was unable to participate in the remainder of the hearing. The Landlord exited the hearing after providing his authorization. The agent was present for the duration of the hearing (the “Agent”) while no one called in for the Tenant.

The Agent was affirmed to be truthful in his testimony and confirmed receipt of the Notice of Dispute Resolution Proceeding package from the Tenant. The Landlord also stated that they served a copy of their evidence to the Tenant in person on November 13, 2019.

### Preliminary Matters

As the Landlord clarified his full legal name at the hearing, the Application for Dispute Resolution was amended to the Landlord’s legal name as stated by the Landlord. This amendment was made pursuant to Section 64(3)(c) of the *Act*.

### Issues to be Decided

Should the Tenant be granted an extension of time to dispute the 10 Day Notice?

Should the 10 Day Notice be cancelled?

If the 10 Day Notice is upheld, is the Landlord entitled to an Order of Possession?

Should the Tenant be awarded the recovery of the filing fee paid for the Application for Dispute Resolution?

### Background and Evidence

The Agent testified that the tenancy began in May 2019 and that rent in the amount of \$1,200.00 is due on the first day of each month. A security deposit of \$500.00 was paid at the start of the tenancy.

The Agent testified that the 10 Day Notice was posted on the Tenant's door on October 10, 2019. A copy of the 10 Day Notice was submitted into evidence and states that \$600.00 was unpaid as due on August 1, 2019.

However, the Agent stated that the Tenant paid the \$600.00 owing within 3 days of receiving the 10 Day Notice and therefore the 10 Day Notice was cancelled.

### Analysis

As the Tenant did not attend the hearing based on the Tenant's application, the application is dismissed without leave to reapply. In accordance with Section 55 of the *Act* when a tenant's application to dispute a notice to end tenancy is dismissed, I must consider whether the Landlord is entitled to an Order of Possession.

I accept the testimony of the Agent that the 10 Day Notice was posted to the Tenant's door on October 10, 2019. As stated in Section 46(4) of the *Act*, a tenant has 5 days to dispute the 10 Day Notice or to pay the outstanding rent. As stated in Section 46(4)(a) of the *Act*, payment of the outstanding rent within 5 days cancels the 10 Day Notice.

I find that consideration of an Order of Possession is not necessary. Instead, I accept the testimony of the Agent that the outstanding rent amount of \$600.00 was paid within 3 days of service of the 10 Day Notice and therefore find that the 10 Day Notice was cancelled through this payment, as agreed upon by the Agent.

Accordingly, the 10 Day Notice dated October 10, 2019 was cancelled and is of no force or effect. This tenancy continues until ended in accordance with the *Act*.

Conclusion

The Tenant's application is dismissed, without leave to reapply.

The 10 Day Notice dated October 10, 2019 was cancelled through payment of rent and therefore this tenancy continues until ended in accordance with the *Act*.

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: November 20, 2019

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Residential Tenancy Branch