



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, OLC, MNDC

### Introduction

This hearing was convened in response to an application and amended application by the Tenants pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 46;
2. An Order for the Landlord’s compliance - Section 62; and
3. A Monetary Order for compensation - Section 67.

The Landlord did not attend the hearing. I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution and notice of hearing (the “Materials”) by registered mail on November 21, 2019 in accordance with Section 89 of the Act. The Tenant states that it has a confirmation that the Landlord received the mail on November 25, 2019. The Tenants were given full opportunity to be heard, to present evidence and to make submissions.

### Preliminary Matter

On December 20, 2019 the Tenant made an amended application to include a claim for compensation. The Tenant does not know how this document was served on the Landlord as this was done by a lawyer. As there is no evidence of service of the amended application, I dismiss the claim for compensation with leave to reapply.

The Tenant states that it intends to give notice to end the tenancy and withdraws its claim for an order of compliance.

Issue(s) to be Decided

Is the Tenant entitled to a cancellation of the notice to end tenancy?

Background and Evidence

The tenancy under written agreement started on September 5, 2019. Rent of \$550.00 is payable on the 20<sup>th</sup> day of each month. On November 14, 2019 the Tenant found a 10 day notice to end tenancy for unpaid rent (the “Notice”) on the door of the unit. The Tenant indicated on its application that the Notice was received on November 9, 2019 however the Tenant submitted this information as set out on the Notice. The Notice sets out that \$1,100.00 is owed that was due November 1, 2019. The Tenant states that no rents are owed as set out on the Notice.

Analysis

Section 46(1) of the Act provides that a landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end the tenancy effective on a date that is not earlier than 10 days after the date the tenant receives the notice. Based on the undisputed evidence that no rents are owed to the Landlord I find that the Notice is not valid. I therefore cancel the Notice and the tenancy continues until otherwise ended.

Conclusion

The Notice is cancelled, and the tenancy continues.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: January 09, 2020

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Residential Tenancy Branch