



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNR, OLC

### Introduction

This hearing was convened in response to an application by the **Tenant** 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.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions. The Landlord confirms that its email address as set out in the Tenant's application is correct.

### Preliminary Matter

The Tenant confirms that the claim being sought for compliance is not in relation to unpaid rent.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure provides that claims made in an application must be related to each other and unrelated claims may be dismissed with or without leave to reapply. As the claim for the Landlord's compliance is not related to the matter of whether the tenancy will end, I dismiss this claim with leave to reapply.

### Issue(s) to be Decided

Is the notice to end tenancy effective?

### Background and Evidence

The following are agreed facts: The tenancy under written agreement started on November 1, 2018. Rent of \$1,700.00 is due on the first day of each month. At the outset of the tenancy the Landlord collected \$850.00 as a security deposit and \$850.00 as a pet deposit.

The Parties agree that the Tenant was given a 10-day notice for unpaid rent (the "Notice) in September 2020 for unpaid rent of \$650.00. The Landlord states that the Notice was posted on the door but is unsure when. The Landlord confirms that it received the \$650.00 on October 1, 2020 and that they then considered the Notice to no longer be effective.

### Analysis

Section 46(4)(a) of the Act provides that within 5 days after receiving a notice under this section, the tenant may pay the overdue rent, in which case the notice has no effect. Despite the Landlord's uncertainty as to when the Notice was served on the Tenant, given the Landlord's evidence that it considered the Notice to have been paid and no longer effective, I find that the Notice is not effective to end the tenancy. The tenancy therefore continues.

### Conclusion

The Notice is not effective to end the tenancy 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: December 04, 2020

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Residential Tenancy Branch