



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNR**

Introduction

This hearing dealt with an application by the tenants pursuant to the Residential Tenancy Act ("the Act") for orders as follows:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice) pursuant to section 46

The hearing commenced on October 6, 2022 and was reconvened on October 14, 2022. The landlord AA did not attend the hearing on October 6, 2022, but did attend the hearing on October 14, 2022. The tenants appeared on both dates and were represented by tenants EQ and AQ. All parties were given a full opportunity to be heard, to present testimony, to make submissions, and to call witnesses.

The tenants were affirmed on October 6, 2022

The tenants advised that they served the notice of dispute application and evidence package on the landlord by registered mail confirmed by a receipt dated September 10, 2022. On October 14, 2022, the landlord stated he didn't get the package, because he didn't access that mailbox, but was aware of the dispute application. Pursuant to sections 89 and 90 of the *Act* the landlord is deemed to have been served with the Notice and supporting materials on September 15, 2022.

Issue(s) to be Decided

Is the 10 Day Notice to End Tenancy for Unpaid Rent valid and enforceable against the tenant?

Background and Evidence

The tenancy commenced on June 1, 2019, on a month-to-month basis. Rent is currently \$1566.17 per month and the landlord confirmed he holds a security deposit of \$750.00 in trust.

On October 6, 2022, the tenants submitted that they were issued a 10 Day Notice but could not confirm the date they received the notice. They submitted that the 10 Day Notice was issued as a result of a banking error. They had paid the rent for August on August 1, 2022, but through a bank error the landlord had not received it on the date it was due. They provided documents in evidence from the bank confirming the bank error and confirming a payment to the landlord of \$1566.17 on August 1, 2022.

On October 14, 2022, the hearing was reconvened. The landlord appeared and confirmed the tenants' October 6, 2022, evidence that the rent had been paid on time.

Analysis

There is no dispute between the parties regarding the facts in this matter. All parties agreed that the rent had been paid on time and the landlord was not seeking enforcement of the 10 Day Notice. Based on the evidence before me that the rent was paid, I find the 10 Day Notice is not valid.

The 10 Day Notice is cancelled.

Conclusion

The 10 Day Notice to End Tenancy for Unpaid rent is cancelled. The tenancy will continue until it is 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: October 14, 2022

Residential Tenancy Branch