



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, FF

Introduction

This hearing dealt with an application by the tenant to cancel a notice to end tenancy for unpaid rent. Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is the tenant entitled to any of the above under the Act.

Background and Evidence

Matters related to this tenancy were heard November 3, 2011 under file 781492. This hearing was conducted to determine if the tenant had sufficient grounds to have a notice to end tenancy for cause set aside. The tenant was not successful in their application and the landlord awarded an order of possession with an effective end of tenancy date of January 31, 2012.

On December 14, 2011 the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent.

The tenant testified that he pays his rent in cash and the landlord would come to the rental unit to collect the rent on the first of the month but that on December 1, 2011 the landlord did not show up. The tenant stated that he then called the landlord on the phone and left messages for the landlord to come and pick up the rent but the landlord never came to the rental unit.

On December 5, 2011 the tenant purchased a money order for the December 2011 rent and mailed it to the landlord along with a note that has been submitted as evidence. On December 14, 2011 the tenant was then served with a 10 day notice to end tenancy for unpaid rent.

The landlord testified that the December 2011 rent had in fact been received after the 10 day notice was issued to the tenant and the landlord disconnected from the hearing.

The tenant asked to discuss the order of possession and matters related to the November 2011 hearing and was advised that those concerns were not a part of today's hearing and had already been addressed.

Analysis

Based on the documentary evidence and testimony of the parties I find that there is insufficient evidence to uphold the Notice to End Tenancy for Unpaid Rent.

As the rent was paid in full by the tenant prior to the issuance of the 10 day notice for unpaid rent, the notice has no effect.

Accordingly, the notice to end tenancy is hereby set aside and the tenancy continues in full force and effect.

Conclusion

I therefore allow the tenant's application and set aside the landlord's 10 Day Notice to End Tenancy for Unpaid Rent dated December 14, 2011 with the result that the tenancy continues uninterrupted.

Previous orders related to this tenancy remain in full force and effect.

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: January 5, 2012

Residential Tenancy Branch