



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Atira Property Management  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** CNR

### **Introduction**

This Hearing dealt with the Tenant's application cancel a *10 Day Notice to End Tenancy for Unpaid Rent or Utilities* (the Notice) issued January 28, 2014.

The parties gave affirmed testimony and had an opportunity to be heard and respond to other party's submissions.

It was established that the Tenant hand delivered his Notice of Hearing documents to the Landlord's agent on February 1, 2014. It was also determined that the parties served each other with copies of their documentary evidence.

### **Issue to be Decided**

Should the Notice issued January 28, 2014, be cancelled?

### **Background and Evidence**

This tenancy began on July 13, 2012. Monthly rent is \$375.00, due on the first day of each month. The Tenant paid a security deposit in the amount of \$181.50 at the beginning of the tenancy.

The Tenant's advocate AB submitted that the Tenant is a "person with severe Multiple Barriers, is on Social Assistance Disability and is in supportive housing". AB submitted that the Landlord has a "mandate to assist and support them in aspects of their affairs and residence".

The Landlord's agent LL testified that the Tenant owes the Landlord money for unpaid rent for the months of July to December, 2013, in the total amount of \$2,250.00. She stated that the Ministry paid the Tenant's rent directly to the Landlord until the Tenant submitted an Intent to Rent another home. At that point the Ministry stopped making direct payments to the Landlord; however, the Tenant changed his mind and chose not

to move out. LL stated that the Ministry began paying rent to the Landlord again in January, 2014, and that rent has been paid for January, February and March, 2014. LL testified that the March rent cheque has not yet been cashed by the Landlord.

AB submitted that the Tenant does not have a current bank account in his control, due to his disabilities. He stated that the Tenant uses a pre-paid credit card to pay for living expenses other than rent, which has always been paid directly by the Ministry. AB stated that the Tenant is unable to keep track of his finances and was unaware that his rent was not being directly paid until he was contacted in October, 2013, that there may be a problem. He stated that a couple of days later, the Landlord advised the Tenant that the problem had been resolved. In December, 2013, the Tenant was informed again that his rent was not being paid. AB stated that the Landlord did not provide the Tenant or the advocate with an accounting to show how much rent is owed, or for what months. AB stated that he made enquiries of the Ministry and has just today received confirmation from the Ministry that May and June rent was paid.

### **Analysis**

The Landlord did not provide an explanation for why it took six months for the Landlord to issue a Notice to End Tenancy for Unpaid Rent. In any event, I find that the Landlord reinstated the tenancy when it accepted rent for February, 2014. Therefore, I grant the Tenant's application to cancel the Notice to End Tenancy. The tenancy remains in full force and effect until it is ended in accordance with the provisions of the Act.

I make no finding with respect to how much rent, if any, is owed by the Tenant.

### **Conclusion**

The Notice to End Tenancy issued January 28, 2014, is cancelled. The tenancy remains in full force and effect until it is ended in accordance with the provisions of 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: April 02, 2014

