



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Connector Properties
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

Introduction

This hearing was convened in response to an application by the Tenants pursuant to section 46 of the *Residential Tenancy Act* (the “Act”) for an order cancelling a notice to end tenancy.

I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution and notice of hearing in person on March 12, 2015 in accordance with Section 89 of the Act. The Landlord did not attend the hearing. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid?

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

Background and Evidence

The tenancy started on January 21, 2015. Rent of \$850.00 is payable monthly. On March 4, 2015 the Tenant received a 10 day notice to end tenancy for unpaid rent (the “Notice”) and paid the full amount of rent that was owed and noted on the Notice within 5 days of receipt of the Notice.

Analysis

Section 46 of the Act provides that where a tenant pays the overdue rent within 5 days after receiving a notice to end tenancy for unpaid rent the notice has no effect. Based

on the undisputed evidence of the Tenant that the overdue rent was paid within 5 days of receiving the Notice, I find that the Notice has no effect. The Notice is therefore cancelled.

Conclusion

The Notice is cancelled and of no 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: April 16, 2015

Residential Tenancy Branch

