



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 for Dispute Resolution by the tenants to be allowed more time to make an application to cancel a notice to end tenancy and to cancel a 10 Day Notice to End Tenancy for Unpaid Ren (the "Notice"), issued on August 17, 2017.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Issues to be Decided

Should the tenants be allowed more time to make an application to cancel a notice to end the tenancy?
Should the Notice be cancelled?

Background and Evidence

The parties agreed that rent in the amount of \$1,050.00 is due on the 15th day of each month.

The parties agreed that the tenants were served with the Notice on August 17, 2017. The parties agreed that rent was paid on the same day.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

- 46 (1) A landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end the tenancy effective on a date that is not earlier than 10 days after the date the tenant receives the notice.
- (2) A notice under this section must comply with section 52 [*form and content of notice to end tenancy*].

(3) A notice under this section has no effect if the amount of rent that is unpaid is an amount the tenant is permitted under this Act to deduct from rent.

(4) Within 5 days after receiving a notice under this section, the tenant may

(a) pay the overdue rent, in which case the notice has no effect, or

(b) dispute the notice by making an application for dispute resolution.

In this case the tenants paid rent within 5 days after receiving the Notice. I find the tenants were not required to dispute the Notice as it had no effect under the Act. Therefore, I find it not necessary to consider the tenants' application because the Notice had no force or effect on August 17, 2017.

The tenants are cautioned that rent is due on or before the 15th of each month and it is their responsibility to ensure that rent is paid regardless of their personal circumstances.

Conclusion

The Notice has no force or effect since rent was paid within five day after it was received.

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: November 16, 2017

Residential Tenancy Branch