

DECISION

Dispute Codes: CNR

Introduction

This application was brought by the tenant seeking to have set aside a Notice to End Tenancy for unpaid rent dated August 21, 2009 and setting an end of tenancy date of September 6, 2009.

Issues to be Decided

The application requires a decision on whether the Notice to End Tenancy should be set aside or upheld.

Background and Evidence

This tenancy began on March 1, 2006. Rent is \$650 per month and the landlord holds a security deposit of \$225 paid on March 1, 2006.

During the hearing, the landlord's agent gave evidence that the Notice to End Tenancy was served when the tenant had an accumulated rent arrears of \$955.

In the interim, that amount remains outstanding and the tenant has not paid rent for September or October causing the outstanding balance to grow to \$2,255.

Analysis

Section 46 of the *Act*, which deals with notice to end tenancy for unpaid rent, provides that a tenant may pay the overdue rent or make application for dispute resolution within five days of receiving the notice. In this instance, I find that the tenant has made application to dispute the Notice to End but the rent arrears was not paid within five days of receipt of the notice and the arrears has grown by two full month's rent.

Therefore, I find that the Notice to End Tenancy is lawful and valid and cannot be set aside. On hearing that determination, the landlord's agent requested an Order of Possession under section 55(1) of the *Act* which compels an order on the landlord's request if a Notice to End Tenancy is upheld. The landlord requested, and I find he is entitled to, an Order of Possession effective at 1 p.m. on October 31, 2009.

Conclusion

Thus, the landlord's copy of this decision is accompanied by an Order of Possession, enforceable through the Supreme Court of British Columbia, effective at 1 p.m. on October 31, 2009.

The landlord remains at liberty to make application for a Monetary Order for the unpaid rent and any damages as may be ascertained at the end of the tenancy, and authorization to retain the security deposit in set off (within 15 days of the latter of the end of the tenancy or receipt of the tenant's forwarding address.)