



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      CNR, LRE, MNR, RPP, RR

### Introduction

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issues(s) to be Decided

This decision deals with two applications for dispute resolution, both brought by the tenant. Both files were heard together, as they were identical.

Also it is my decision that I will not deal with all the issues that the applicant has put on the application. For claims to be combined on an application they must related.

Not all the claims on this application are sufficiently related to the main issue, (which is a request to have a Notice to End Tenancy for non-payment of rent cancelled) to be dealt with together.

I therefore will deal with the request to have a Notice to End Tenancy cancelled and I dismiss the remaining claims, with liberty to re-apply.

## Background and Evidence

The applicants testified that:

- They do owe \$600.00 of the November 2009 rent; however it is not their fault because they are waiting for an EI payment that has not yet arrived.
- They will be able to pay the full rent in a few days and therefore they believe that Notice to End Tenancy should be cancelled.

The respondent's testified that:

- They are not willing to wait any longer for the rent and are requesting that the Notice to End Tenancy not be cancelled as rent is long overdue.
- They already have an Order of Possession for this rental property for November 30, 2009 from a previous hearing.
- The tenants filed for review of the previous hearing, that review was held, and the Order of Possession was upheld.

## Analysis

I will not set the Notice to End Tenancy aside, as the tenants admit that they still owe \$600.00 in rent for the month of November.

The Notice to End Tenancy served by the landlord has been given for non-payment of rent that was due on November 1, 2009, and therefore that rent is well past due.

The tenants seem to think that the landlord should have to wait for the rent, because they have to wait for the government to pay them; however that's not the way it works. Rent is due on the first of the month and it is the tenant's responsibility to ensure that it's



# Dispute Resolution Services

Page: 3

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paid and if it is not the landlords have the right to end the tenancy for non-payment of rent.

## Conclusion

I dismiss the request to set aside the Notice to End Tenancy and have issued an Order of Possession to the landlords effective two days after service on the tenants.

I further order that the applicant(s) pay the filing fees totalling \$100.00, that where previously waived, to the director of the Residential Tenancy Office.

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 27, 2009.

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Dispute Resolution Officer