



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

Dispute Codes      CNR & CNC

### Introduction

This hearing dealt with an application by the tenant seeking to have two notices to end tenancy set aside. The tenant was served a 10 day Notice to End Tenancy Due to Unpaid Rent and a one month Notice to End Tenancy for Cause.

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 to me.

The landlord did provide some evidence for this hearing; however, it has not been reviewed or considered as part of this decision as it was not provided to the *Residential Tenancy Branch* in time and a copy was not provided to the tenant as required by the rules of procedure.

### Issues(s) to be Decided

Has the tenant breached the tenancy agreement or *Act* entitling the landlord to an Order of Possession?

### Background and Evidence

This tenancy began on July 1, 2010 for the monthly rent of \$1,000.00 and a security deposit of \$500.00.

The landlord testified that on September 14, 2010 the tenant was issued a breach letter because he allowed an unknown person to occupy the rental unit without the landlord's permission. Then on September 17, 2010 the tenant was issued a 10 day Notice to End Tenancy Due to Unpaid Utilities. On September 28, 2010 the tenant was issued a one month Notice to End Tenancy for Cause and on October 2, 2010 the tenant was issued a 10 day Notice to End Tenancy Due to Unpaid Rent.

The tenant did not provide copy of the notices to end tenancy received. The tenant submitted that the landlord should have been paid half of the rent directly from his disability. The tenant stated that he required a roommate to cover the second half of the monthly rent and the landlord is withholding authorization of new roommates.

The landlord denied receiving any rent money from another source on behalf of the tenant. The landlord requested an Order of Possession.

### Analysis

Based on the evidence from the parties and on the balance of probabilities, I find as follows:

I accept that the tenant is the only person on the tenancy agreement with the landlord and is the only person responsible for the payment of the monthly rent. I also accept that the tenant has not paid the monthly rent owed of \$1,000.00 for October 2010. I reject the tenant's claim that half of the rent was paid directly to the landlord through his disability payments. The tenant provided no supporting documentation to this claim and the landlord has denied receiving any payment.

Therefore, I dismiss the tenant's application requesting to have the 10 day Notice to End Tenancy Due to Unpaid Rent. Section 55 of the *Act* provides that if a tenant's application to dispute a 10 day Notice to End Tenancy Due to Unpaid Rent is dismissed, and the landlord makes an oral request for an Order of Possession, then the director must the Order of Possession of the rental unit to the landlord.

The landlord did make an oral request for an Order of Possession to the rental unit. Therefore, I grant the landlord's request and will issue an Order of Possession effective **two (2) days** after it has been served upon the tenant.

As I have determined that the tenancy must end due to the tenant's failure to pay rent, it is not necessary for me to deal with the tenant's request to set aside the one month Notice to End Tenancy.

Conclusion

The tenant's application for Dispute Resolution is dismissed. I have granted the landlord an Order of Possession due to the tenant's failure to pay the rent.

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: October 19, 2010.

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Dispute Resolution Officer