

## **DECISION**

Dispute Codes      CNR

### Introduction

This hearing dealt with an application by the tenant to cancel a notice to end tenancy for unpaid rent. Both parties participated in the conference call hearing.

### Issues to be Decided

Is the tenant entitled to any of the above under the Act.

### Summary of Background and Evidence

This tenancy started in July 1, 2010 with rent of \$1,100.00, the tenant paid a security deposit of \$550.00. On December 2, 2010 the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent.

The tenant testified that the August 2010 rent remained unpaid and that as he had applied for arbitration he had reversed the December 2010 rent payment. The tenant stated that he had attempted to reach an agreement with the landlord and created a payment plan for the August rent but that the landlord refused to accept the agreement. The tenant believed the notice should be set aside as he had paid rent after it was served however this is in reference to a November 5, 2010 10 day notice for unpaid rent and not the December 2, 2010 10 day notice for unpaid rent. The tenant acknowledged in this hearing that he currently owes the landlord \$2200.00 in unpaid rent.

The tenant stated in this hearing the he would vacate the rental unit on January 2, 2011 at 1:00PM. The tenant was advised that although he was vacating the rental unit, a move out inspection and payment of all rent due was still required.

The landlord's agent stated that they had tried to reach an agreement with the tenant for the payment of the August 2010 rent however the tenant insisted on including verbiage whereby the landlord was being responsible for a returned cheque on his mother's bank account. It was because of this wording that an agreement could not be finalized.

The landlord's agent testified that the tenant has not paid the August or December rent and the landlord's agent is requesting an order of possession based on the December 2, 2010 10 day notice to end tenancy for unpaid rent. The landlord's agent understands that the landlord may file for dispute resolution through this office to obtain a monetary order for unpaid rent.

### Analysis

Based on the documentary evidence and testimony I find that the tenant was properly served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice but did file to dispute the notice.

I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to an order of possession for unpaid rent.

### Conclusion

I hereby grant the Landlord an **Order of Possession** effective not later than **1:00 PM, January 2, 2011**. This Order must be served on the Tenants and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

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: December 24, 2010

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Dispute Resolution Officer