



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes:

CNR, FF

Introduction

This hearing was convened in response to an application by the tenant. The tenant sought to cancel a 10 Day Notice for Unpaid Rent (Notice to End). The landlord orally requested an Order of Possession should I uphold the landlord's Notice to End.

Both parties appeared in the conference call hearing and participated with their submissions and testimony. The tenant advised they are still residing in the rental unit.

Issue(s) to be Decided

Is the notice to end tenancy valid?
Should the Notice to End be cancelled?
Is the landlord entitled to an Order of Possession?

Background and Evidence

The testimony of the landlord and the tenant is that the tenancy began on November 01, 2008. Rent in the amount of \$900 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$450. The tenant failed to pay rent in the month of January 2011 and on January 03, 2011 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The landlord requested an Order of Possession.

The tenant does not dispute that the rent has not been paid and does not possess any proof of such, or an order from a Dispute Resolution Officer allowing them to keep or hold back any or all of the rent, or that the tenant held back the rent, with prior notice to the landlord, for the cost of emergency repairs.

During the hearing the parties discussed their dispute and advanced some intentions; which, they stated may contribute to a mutual end to the tenancy. I have not been

asked to record a settlement between the parties, although they are at liberty to mitigate their dispute to their mutual satisfaction.

Analysis

Based on the testimony of the landlord and the tenant I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent and despite having applied for dispute resolution to dispute the notice to end the tenant has only confirmed that the rent has not been paid and does not have evidence upon which to dispute the landlord's claims.

Therefore the tenant's application **is hereby dismissed** without leave to reapply, and the landlord's Notice to end is upheld.

Based on the above facts I find that the landlord is entitled to an **Order of Possession**.

Conclusion

The tenant's application is **dismissed**, without leave to reapply. The landlord's Notice to End for Unpaid Rent is upheld.

I grant an Order of Possession to the landlord **effective 2 days from the day it is served upon the tenant**. The tenant must be served with this Order of Possession. Should the tenant fail to comply with the Order, the Order 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*.