



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes CNR

Introduction

This matter dealt with an application by the tenant to cancel a Notice to End Tenancy for Unpaid Rent.

Service of the hearing documents was done in accordance with section 89 of the *Act*, and were sent by registered mail to the landlord on December 13, 2010.

The tenant and an agent for the landlord appeared, gave affirmed testimony, were provided the opportunity to present their evidence and make submissions to me. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

Issue(s) to be Decided

Is the tenant entitled to have the 10 Day Notice to End Tenancy cancelled?

Background and Evidence

Both Parties agree that this tenancy started on June 01, 2010. This was a fixed term tenancy for six months and has now reverted to a month to month tenancy. Rent for this unit is \$825.00 per month and is due on the first day of each month. The tenant paid a security deposit of \$400.00 on May 20, 2010.

The landlords' agent testifies that he served the tenant with a 10 Day Notice to End Tenancy by putting it under the tenants' door on December 03, 2010. The effective date of the Notice was for December 17, 2010 due to unpaid rent for November and December, 2010 totalling \$1,650.00. The landlords' agent testifies that the tenant has not paid rent for January, 2011 either to a sum of \$825.00 and seeks an Order of Possession.

The landlords' agent states if the tenant can pay some money towards his rent arrears and make an agreement to pay additional money to clear the arrears each week then the landlord will not enforce the Order of Possession.

The tenant does not dispute the amount of rent arrears but seeks more time to pay the outstanding rent and states he can make a payment of \$700.00 to the landlord in the hope his tenancy can continue.

Analysis

The tenant does not dispute that he owes rent to the landlord and did not pay this outstanding rent within five days of receiving the Notice to End Tenancy. Section 26 of the Act states a tenant must pay rent when it is due under the tenancy agreement. As the tenant owes rent for November and December, 2010 and now January, 2011 I find the 10 Day Notice to End Tenancy is upheld and the landlord is entitled to an Order of Possession.

It is therefore up to the discretion of the landlord to decide if he wants to enforce the Order of Possession or enter into an agreement with the tenant for the tenant to make additional rent payments to payback the rent arrears and reinstate the tenancy.



Dispute Resolution Services

Page: 3

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

Conclusion

The tenant's application is dismissed. The 10 Day Notice to End Tenancy for unpaid rent dated December 03, 2010 will remain in force and effect.

I HEREBY ISSUE an Order of Possession in favour of the landlord effective **two days after service on the tenant**. This order must be served on the Respondent and may be filed in the Supreme Court 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: January 06, 2011.

Residential Tenancy Branch