



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant to cancel a Notice to end tenancy for unpaid rent (the Notice).

The parties appeared at the teleconference hearing, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, and in documentary form.

### Issue(s) to be Decided

1. Has a valid Notice to End Tenancy been issued and served upon the Tenant in accordance with the *Residential Tenancy Act*?
2. If so, has the Tenant met the burden of proof required to have the Notice cancelled pursuant to section 26 of the *Residential Tenancy Act*?
3. If not, has the Landlord attended the hearing and requested an Order of Possession?

### Background and Evidence

I heard undisputed testimony that the parties entered into a fixed term tenancy agreement that began March 1, 2010 and is set to switch to a month to month tenancy after March 1, 2011. Rent is payable on the first of each month in the amount of \$1,250.00 and on February 5, 2010 the Tenant paid \$625.00 as the security deposit.

The Landlord affirmed that when the Tenant failed to pay September 1, 2011 rent a 10 Day Notice to End Tenancy was personally served to the Tenant on September 2, 2011. Rent remains unpaid for September and October 2011. The Landlord advised they have been attempting to work with the Tenant and that the Owner has stipulated that if September rent is paid by October 12, 2011 and October rent paid by October 20, 2011 then they would be able to continue the tenancy.

The Tenant affirmed that given his current situation he has not been able to pay September and October 2011 rent. He will not be able to catch up on his late rent

payments as requested by the Owner because his wife will not receive her first pay cheque in time.

In closing, the Landlord stated that if the Tenant cannot pay in accordance with the above mentioned payment schedule set out by the owner then they are requesting an Order of Possession effective October 28, 2011.

### Analysis

Section 26 of the Act provides that a Tenant must pay rent when it is due in accordance with the tenancy agreement. In this case rent is payable on the first of each month in the amount of \$1,250.00.

Upon review of the 10 Day Notice to End Tenancy, I find the Notice was served upon the Tenant in a manner that complies with the Act. Upon consideration of all the evidence presented to me, I find the Landlord had valid reasons for issuing the Notice. Accordingly I dismiss the Tenant's application.

Section 55 of the Act provides that an Order of Possession must be provided to a Landlord if a Tenant's request to dispute a Notice to End Tenancy is dismissed and the Landlord makes an oral request for an Order of Possession during the scheduled hearing.

### Conclusion

The Landlord's decision will be accompanied by an Order of Possession effective October 28, 2011 at 1:00 p.m. This Order is legally binding and must be served upon the Tenant.

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 11, 2011.

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Residential Tenancy Branch