



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNR, ERP, RP, OLC

Introduction

This hearing dealt with an application by the tenants for an order to set aside a notice to end this tenancy for non payment of rent, as well as an order for repairs, emergency repairs and for the landlord to comply with the Act.

Both parties participated in the conference call hearing. The landlord orally requested an Order of Possession in the event I dismiss the tenant's application or uphold the landlord's Notice to End.

Issues to be Decided

Is the 10-day notice to end tenancy for unpaid rent effective to end this tenancy?

Background and Evidence

The parties agreed that the tenancy began approximately November 2010. The current rent is \$760 per month, payable in advance on the first day of each month.

On December 19, 2011 the landlord gave the tenant a Notice to end for unpaid rent, stating the tenant owed rent in the amount of \$2660. The parties disagree on the actual amount owed, but the tenant testified that past agreements with the landlord has resulted in unpaid rent, to the time they received the Notice to end, in the aggregate of only \$1880. The tenant further testified that they intend to vacate from the rental unit and plan to do so by February 15, 2012. The tenant did not provide evidence that rent arrears totalling their claim of \$1880 has been paid. The tenant testified their application for repairs and emergency repairs and for the landlord to comply with the Act were to mitigate any claim by the landlord for the amount the landlord claims is unpaid.

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 parties disagree on the amount of the outstanding rent, but the tenant agrees there is a considerable amount outstanding and they have not paid the outstanding rent.

Based on the above facts, I uphold the landlord's Notice to End for Unpaid Rent, and I therefore find that the landlord is entitled to an **Order of Possession**.

As I have ordered the tenancy is ending, I decline to consider the balance of the tenant's application.

Conclusion

The tenants' claim is dismissed. The landlord is granted an Order of Possession.

I grant an Order of Possession to the landlord, **effective 2 days from the day it is served on 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*.

Dated: January 16, 2012

Residential Tenancy Branch