



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, CNR

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a 10 Day Notice to End Tenancy - Section 46; and
2. An Order cancelling a One Month Notice to End Tenancy – Section 47.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Tenant entitled to a cancellation of the Notices to End Tenancy?

### Background and Evidence

The tenancy began on December 5, 2009. Rent in the amount of \$328.00 is payable in advance on the first day of each month. The Tenant failed to pay rent for the month of February 2012 and on February 6, 2012 the Landlord served the Tenant with a notice to end tenancy for non-payment of rent by posting the Notice on the door. The Tenant states that rent was unpaid due to a lack of funds and that on February 9, 2012, the Tenant offered to pay the rent by cheque. The Tenant states that the Landlord refused a cheque and requested a money order. The Tenant states that a money order was then brought to the Landlord but that Landlord was not available to receive the money order so the Tenant did not pay the rent. The Landlord states that the Landlord was available and that further, if the Landlord was not in the office, the Tenant could have placed the money order through the office door slot. The Landlord requested an Order of Possession.

Analysis

Section 46 of the Act requires that upon receipt of a Notice to End Tenancy for non-payment of rent the tenant must, within five days, either pay the full amount of the arrears indicated on the Notice or dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. Although the Tenant filed an application to dispute the Notice, I find that the Tenant has not provided a valid reason for not paying the rent and the Notice is effective. The Tenant must move out of the unit. Given the Landlord's request for an Order of Possession, I find that the Landlord is entitled to an Order of Possession.

As the tenancy is ended, I find that there is no longer any requirement to consider the One Month Notice to End Tenancy for Cause. The Tenant's application is dismissed.

Conclusion

The Tenant's application is dismissed.

**I grant** an Order of Possession to the Landlord. 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: February 23, 2012.

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Residential Tenancy Branch