



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes MT CNR LAT O OPR MNR MNSD MNDC FF

### Introduction

This hearing dealt with applications by the tenant and the landlord. The tenant applied to cancel a notice to end tenancy, as well as for an extension of time to dispute the notice and an order authorizing the tenant to change the locks to the rental unit. The landlord applied for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both the tenant and the landlord participated in the teleconference hearing.

### Preliminary Issues

The tenant stated that he did not receive the landlord's application. The landlord submitted evidence that he served his application and evidence on the tenant by registered mail. In the hearing, I referred to the Canada Post website and informed the parties that according to Canada Post, delivery was attempted and two notices were sent to the tenant. I find that the landlord served his application in accordance with the Act, and the tenant is deemed to have been served with the landlord's application and evidence.

The tenant applied for an extension of time to dispute the notice to end tenancy. The landlord's evidence was that he posted the notice on the tenant's door on March 19, 2012. The tenant stated that he received the notice on March 20, 2012. The tenant took steps to file his application on Monday, March 26, 2012, and completed the application on March 27, 2012. I found that the tenant took steps to make his application within the required time frame, and I allowed the extension of time to March 27, 2012.

I determined that the issue of the notice to end tenancy took precedence, and only heard evidence on that issue. I will address the remainder of the applications in the conclusion of my decision.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Background and Evidence

The tenancy began on or around March 1, 2012, with monthly rent in the amount of \$1700. On March the landlord served the tenant with a notice to end tenancy for non-payment of rent in the amount of \$1700. The tenant further failed to pay rent in the month of April 2012.

*Landlord's Evidence*

The landlord and the tenant agreed that the tenancy would begin on March 1, 2012. The tenant's rent cheque for March 2012 rent bounced. The landlord submitted documentary evidence from his bank indicating that a cheque from the tenant in the amount of \$1700 was returned NSF on March 8, 2012. The landlord attempted to contact the tenant to receive payment for March 2012 rent, but the tenant would not respond.

*Tenant's Response*

When the landlord informed the tenant that his rent cheque had bounced, the tenant contacted his bank and was informed that the money is in the account. As far as the tenant knows, the rent cheque has gone through, and it did not bounce. The tenant acknowledged that he has not paid rent for April 2012.

Analysis

I find that the notice to end tenancy is valid. The landlord provided clear evidence that the rent cheque for March 2012 was returned NSF. The tenant did not provide evidence that the cheque had in fact been tendered. Based on the above facts I find that the notice to end tenancy is valid, and the tenancy has ended as of the effective date of the notice to end tenancy. The landlord is entitled to an order of possession.

As the landlord's application for an order of possession was successful, I find that he is entitled to recovery of the \$50 filing fee for the cost of his application.

Conclusion

It is not necessary for me to consider the portion of the tenant's application regarding a change in locks, as the tenancy has ended. The tenant's application is dismissed.

I grant the landlord an order of possession effective two days from service. The tenant must be served with the 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.

The remainder of the landlord's application is dismissed with leave to reapply.

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: April 17, 2012.

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Residential Tenancy Branch