



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 by the tenants to cancel a notice to end tenancy for unpaid rent.

Issue(s) to be Decided

Are the tenants entitled to any of the above under the Act.

Background and Evidence

On May 24, 2012 the landlord served the tenants with a 10 Day Notice to End Tenancy for Unpaid Rent.

The tenant testified that since being served with the notice to end tenancy that no rent has been paid to the landlord. The tenant stated that the \$158.00 balance of the April 2012 rent remains unpaid as well as the \$650.00 May 2012 and \$650.00 June 2012 rent. The tenant stated that she has been attempting to get help to pay the rent but that to date she has not had any success.

The landlord testified that the tenant repeatedly promised to pay the rent but has never followed through on making any rent payments. The landlord then, per section 55 of the Residential Tenancy Act verbally requested an order of possession for the rental unit effective 2 days after service upon the tenants.

The tenant requested to stay in the rental unit until June 27 or 28 and asked that if the rent was paid could they stay in the rental unit until June 30, 2012. The landlord stated that the only way the tenants would be allowed to stay any longer in the rental unit was if the rent was paid in full.

The landlord understands that as this is the tenant's application the landlord must make their own application for recovery of any loss the landlord incurs in relation to this tenancy.

Analysis

Section 46(4) of the Act states that **within 5 days of receiving** a Notice to End Tenancy for Unpaid Rent or Utilities a Tenant must pay the overdue rent or apply for dispute resolution. If the Tenant fails to do either of these things, then under section 46(5) of the Act, they are conclusively presumed to have accepted that the tenancy ends on the effective date of the Notice and they must vacate the rental unit at that time.

In this instance the tenants have filed to dispute the notice to end tenancy within the 5 day time limit as outlined in the Act, however as the rent remains unpaid and the landlord verbally requested an order of possession for the rental unit, the landlord is entitled to an order of possession for the rental unit.

The tenant's application is hereby dismissed without leave to reapply with the resulting effect that the tenancy ended on the effective date of the notice.

Conclusion

The tenant's application is hereby dismissed without leave to reapply.

I hereby grant the landlord an **Order of Possession**, effective **2 days** after service of the Order upon the tenant(s). This Order must be served on the tenant(s) and 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: June 19, 2012

Residential Tenancy Branch