



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request to cancel a 10 day Notice to End Tenancy that has been given for nonpayment of rent.

Background and Evidence

The landlord testified that:

- The tenant fell behind in the rent and therefore on September 6, 2012 they personally served him with a 10 day Notice to End Tenancy for nonpayment of rent.
- The tenant has since paid a portion of the outstanding rent, which was accepted for use and occupancy only, however at this time there is still \$2400.00 outstanding.
- They are willing to let the tenant stay in the rental unit if he pays the outstanding rent right away, and also pays November 2012 rent on time.
- Because there is still a substantial amount of rent outstanding however they are requesting an Order of Possession be issued.

The tenant testified that:

- He agrees that at this time there is still a total of \$2400.00 in rent outstanding; however he is unable to the access the money to pay that rent because Revenue Canada has frozen his bank account.
- He wants to pay the full amount of outstanding rent and continue living in the rental unit, and that is why he has applied for dispute resolution.
- He will continue in his attempts to get Revenue Canada to release the funds needed to pay the outstanding rent.

Analysis

If rent is passed due, the landlord has the right to give a 10 day Notice to End Tenancy, and if the rent is not paid in full within that 10 day period, then the tenancy ends on the 10th day and the tenant is expected to vacate.

In this case both the landlord and the tenant agree that, at this time, there is still \$2400.00 in rent outstanding, and therefore I am not therefore willing to set aside this Notice to End Tenancy.

Conclusion

This application to cancel the 10 day Notice to End Tenancy is dismissed without leave to reapply, and at the request of the landlord I have issued an Order of Possession that is enforceable two days after service on 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 12, 2012.

Residential Tenancy Branch