



# Dispute Resolution Services

Page: 2

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 notice to end tenancy that was given for nonpayment of rent.

### Background and Evidence

This tenancy began on December 13, 2012 with a monthly rent of \$650.00, therefore the prorated rent for December 2012 is \$398.39.

The tenants were also required to pay a security deposit of \$325.00.

Therefore the total amount they should have paid at the beginning of the tenancy was \$723.39.

The tenants only paid \$500.00 cash, and received a receipt that stated \$325.00 was for the security deposit, and the remainder went towards the half months rent, leaving \$223.39 rent still outstanding for the month of December 2012.

On December 27, 2012 the landlords served a notice to end tenancy on the tenant for nonpayment of rent, and although the amount of rent they put as outstanding was incorrect, there was still a substantial amount rent outstanding.

The tenant has failed to pay any further rent, and therefore at this time the full January 2013 rent is also outstanding for a total outstanding rent of \$873.39.

The tenant is asking that the notice to end tenancy be canceled and that a payment plan be worked out with the landlord; however the landlord is not willing to accept a payment plan and is requesting an order of possession unless the rent is paid in full immediately.

When asked if she had the rent the tenant stated that she did not, but that she would have the full February 2013 rent before it was due.

### Analysis

It is my finding that since there is still a substantial amount of the December 2012 rent outstanding, and since the full January 2013 rent is also still outstanding, I am not willing to cancel a notice to end tenancy.

Conclusion

The tenant's application is dismissed without leave to reapply, and at the request of the landlord have issued an Order of Possession that is enforceable two days after service on the tenant.

I further order that the applicant pay the filing fee of \$50.00, which was previously waived, to the director of the Residential Tenancy Branch.

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 28, 2013

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Residential Tenancy Branch

