



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

This was a hearing with respect to the tenants' application to cancel a 10 day Notice to End Tenancy for unpaid rent. The hearing was conducted by conference call. The tenants and the landlord called in and participated in the hearing

Issue(s) to be Decided

Should the Notice to End Tenancy be cancelled?

Background and Evidence

The rental unit is a basement suite in the landlord's house in Surrey. The tenancy began in March 2012. The monthly rent is \$650.00. The tenants paid a \$325.00 security deposit after the commencement of the tenancy.

The landlord testified that he received \$325.00 from The Ministry of Social Services on account of rent for March, but the balance of \$325.00 has not been paid. The landlord served the tenants with a 10 day Notice to End Tenancy dated March 18, 2013. The Notice claimed that the tenants failed to pay rent in the amount of \$950.00. The landlord said that the Notice included unpaid rent of \$325.00 for March and a further month's rent that has been outstanding since May, 2012. The landlord said no rent has been paid for April. The tenants acknowledged that there is \$325.00 owing for March. He disputed the landlord's claim that there was unpaid rent from May, 2012. He said that he performed work for the landlord and that rent was forgiven because of a bedbug problem in the rental unit. The tenant said the landlord received \$325.00 from the Ministry for April and he complained that the landlord and his family have turned off the heat, disturbed the tenants' baby and deprived them of cable services. The tenant said that they are planning to move, but have not finalized arrangements for their new accommodation.

Analysis and conclusion

The tenants do not have grounds to withhold rent payments and although the Notice to End Tenancy that was given included an amount that was not part of the rent due for March, the tenants acknowledged that the full rent for March was not paid when the Notice was given and is still outstanding, as is at least half of the rent for the month of April. The tenants intend to move and I find that the Notice to End Tenancy should not be cancelled. The tenants' application is therefore dismissed without leave to reapply.

Section 55 of the *Residential Tenancy Act* provides as follows:

- 55** (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant an order of possession of the rental unit to the landlord if, at the time scheduled for the hearing,
- (a) the landlord makes an oral request for an order of possession, and
 - (b) the director dismisses the tenant's application or upholds the landlord's notice.

I have dismissed the tenants' application to dispute the landlord's Notice to End Tenancy. The landlord made an oral request for an order of possession at the hearing. Pursuant to section 55 I grant the landlord an order for possession effective two days after service upon the tenants. This order may be registered in the Supreme Court 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: April 17, 2013

Residential Tenancy Branch

