



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Clovelly Street Property
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

Introduction

This hearing was convened in response to an application by the Tenant pursuant to section 46 of the *Residential Tenancy Act* (the “Act”) for an Order cancelling a 10 day notice to end tenancy for unpaid rent (the “Notice”).

The Tenant and Landlord were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Notice valid?

Is the Tenant entitled to a cancellation of the Notice?

Background and Evidence

The following are the relevant facts:

The tenancy started on September 1, 2012. Rent of \$1,000.00 is payable monthly on the first day of each month. The Tenant did not pay rental arrears of \$500.00 for March and failed to pay rent for April 2012. The Landlord served the Tenant with the Notice on April 17, 2013 by posting the Notice on the door.

The Tenant states that rent was not paid as the Landlord prevented the payment by calling the police and an ambulance on March 23, 2013 who took the Tenant to the hospital. The Tenant states that she was admitted for assessment and that on March

27, 2013 was involuntarily admitted into the hospital until April 9, 2013. The Tenant states that because of the hospital stay, her inability to leave the hospital on day passes until March 28, 2013, and due to the medications she was given while at the hospital, the Tenant was unable to register for classes and lost her student loan. As a result, the Tenant states that she cannot now pay the rent.

The Landlord states that the property manager informed the Landlord that on March 23, 2013, due to an uncomfortable situation, the Tenant's social worker was called and that the social worker called the police and ambulance.

Analysis

Section 26 of the Act provides that a tenant must pay rent when it is due whether or not the landlord is complying with the Act or tenancy agreement. Given the evidence of the Landlord that the social worker called the police and ambulance and considering that the Tenant was involuntarily admitted, I find that the Tenant's time spent at the hospital was not caused by or the fault of the Landlord.

As such and given that the Tenant confirms that rent is unpaid, I find that the Tenant has not substantiated that the Notice is invalid and is therefore not entitled to a cancellation of the Notice. The Tenant's application is dismissed. The tenancy has ended and the tenant must move out of the unit.

Conclusion

The Tenant's application is dismissed.

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: May 13, 2013

Residential Tenancy Branch