



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bon Terra Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

Introduction

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

Issue(s) to be Decided

Should the Notice to End Tenancy dated July 4, 2013 be cancelled?

Background and Evidence

The rental unit is an apartment in Surrey. The tenancy began in September, 2011. The monthly rent is \$850.00. The landlord served the tenant with a 10 day Notice to End Tenancy dated July 4, 2013. The Notice was posted on the door of the rental unit on July 4, 2013. The Notice to End Tenancy claimed that the tenant failed to pay rent in the amount of \$1,696.19 that was due on July 1, 2013. The Notice required the tenant to move out of the rental unit by July 18, 2013.

The tenant applied for dispute resolution to cancel the Notice to End Tenancy on July 5, 2013. The tenant disputed the landlord's claim for arrears of rent owing from 2012, but at the hearing she acknowledged that the rent for July and August had not been paid. The tenant complained about the condition of the rental unit and said that the landlord had been trying to create a reason to evict her for some time.

The landlord's representative requested an order for possession at the hearing and said that the landlord was prepared to allow the tenant some time to find other accommodation provided she paid rent in an amount to be negotiated with the landlord.

Analysis

The tenant has applied to cancel the Notice to End Tenancy for unpaid rent, but on the evidence presented, including the tenant's own evidence the rent for July was not paid and now August rent is outstanding as well.

Conclusion

I find that the tenant has not shown that the Notice to End Tenancy should be cancelled or set aside. The tenant's application to cancel the Notice to End Tenancy 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 tenant's 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 tenant. 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: August 09, 2013

Residential Tenancy Branch

