



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding W.S. Bernard Investment 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 September 1, 2013 be cancelled?
Is the landlord entitled to an order for possession as requested?

Background and Evidence

The rental unit is an apartment in Kelowna. The tenancy began in 2011. The monthly rent is \$800.00, payable on the last day of each month as payment for the following month.

The tenant paid \$400.00 on August 28, 2013 on account of September rent. She did not pay the remainder of the rent when due and on September 1, 2013 the landlord served a 10 day Notice to End Tenancy by posting it to the door of the rental unit. The tenant received it on September 2, 2013. The tenant applied for dispute resolution on September 5, 2013, but she has not paid the balance of September rent and she has not paid rent for October.

According to the tenant, her co-tenant moved out in August and she was unable to pay his portion of the rent. The tenant acknowledged that she is in arrears, but she wants to continue her tenancy. At the hearing she proposed that she will be able to pay the landlord the sum of \$800.00 on October 23rd and balance of the rent, including rent for November by the end of the month.

The landlord's representative said that the tenant has failed to pay rent on time in the past and the landlord has instructed him that it does not wish to continue this tenancy. The landlord's representative requested an order for possession at the hearing. He did agree that if the tenant paid the full amount of outstanding rent by October 25th that the tenant could remain in the rental unit until October 31st, but not afterwards.

Analysis

The tenant has not paid the rent when due and the landlord is unimpressed with her assurances that it will be paid. There is no basis for the cancellation of the Notice to End Tenancy and the tenant's application to cancel the Notice is therefore dismissed without leave to reapply. The tenant's application was more in the nature of a request for mediation, but I am not in a position to compel the landlord to accept a proposal for rent payment in the absence of a settlement agreement between the parties.

The landlord has requested an order for possession. I find that the landlord is entitled to an order for possession effective October 25th, but if the tenant pays the outstanding rent for September and October in the amount of \$1,200.00, on or before 1:00 P.M. on October 25, 2013 then I direct the landlord to take no steps to enforce the order until October 31, 2013. If, however, the full amount of the rent is not paid by 1:00 P.M. on October 25th, then the order for possession will be effective and enforceable and the tenant is required to vacate the rental unit on that day.

Conclusion

The tenant's application for dispute resolution is dismissed without leave to reapply. I grant the landlord an order for possession on the terms stated, effective on or before 1:00 on October 25, 2013 after service on the tenant. This order may be filed 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: October 17, 2013

Residential Tenancy Branch

