



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SMITHERS COMMUNITY SERVICES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

CNR, RP

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for nonpayment of rent. The tenant also applied for an order directing the landlord to carry out repairs.

Both parties attended the hearing and had opportunity to be heard.

During the hearing the tenant informed me that he had applied for an order for repairs in error. Accordingly this hearing only dealt with the tenant's application to cancel the notice to end tenancy.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy started approximately five years ago. The monthly rent is \$320.00 payable on the first of each month. Social Services sends a portion of the tenant's rent directly to the landlord and the tenant pays the balance.

Starting June 2012, the tenant stopped paying the balance and the amount of unpaid rent kept growing. In April 2013, the landlord sent the tenant a letter informing him of the outstanding balance of unpaid rent. The tenant did not pay the outstanding balance and continued to occupy the rental unit.

On September 24, 2013, the landlord served the tenant with a notice to end tenancy for \$721.37 in unpaid rent. The tenant applied to dispute the notice in a timely manner but did not pay the outstanding balance. As of the date of the hearing, the tenant agreed that he owed the landlord \$759.48 in unpaid rent.

Analysis:

Based on the sworn testimony of both parties, I accept the landlord's evidence in respect of the claim. The tenant received the notice to end tenancy for unpaid rent, on September 24, 2013 and did not pay rent within five days of receiving the notice to end tenancy.

In these situations, the *Residential Tenancy Act* provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the notice. .

Accordingly, I uphold the notice to end tenancy and the tenancy will end. The parties agreed to meet and discuss the end date of the tenancy, after the tenant receives an update from Social Services regarding the payment of rent.

The landlord is at liberty to file her own application for a monetary order for unpaid rent.

Conclusion

The notice to end tenancy is upheld and the tenancy will end.

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: November 06, 2013

Residential Tenancy Branch

