



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, MNR, OPR

### Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant, and one brought by the landlord(s). Both files were heard together.

The landlord's application is a request for an Order of Possession based on a Notice to End Tenancy for nonpayment of rent, and a request for a Monetary Order for outstanding rent totaling \$3600.00.

The tenant's application is a request to cancel a Notice to End Tenancy that was given for nonpayment of rent.

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

The issues are whether or not to cancel or uphold a Notice to End Tenancy, and whether or not the landlords have established a monetary claim for outstanding rent totaling \$3600.00.

### Background and Evidence

The landlords testified that:

- The tenant moved into this rental unit on December 14, 2013 and signed the tenancy agreement on that date with the start of tenancy showing as January 1, 2014, and a monthly rent of \$1200.00.
- The tenant failed to pay any rent for the month of January 2014, and therefore on January 17, 2014 the tenant was served with a 10 day Notice to End Tenancy for nonpayment of rent.
- The tenant has failed to comply with that 10 day notice, and has failed to pay any rent since.
- Therefore at this time there is rent outstanding for the months of January 2014, February 2014, and March 2014, for a total of \$3600.00.
- They are therefore requesting an Order of Possession for as soon as possible, and a Monetary Order for the outstanding rent.

The tenant testified that:

- He has not paid the January 2014 rent, because there is some confusion with him being named on a foreclosure notice.
- He has however paid the February 2014 rent, and March 2014 rent, to a lawyer.
- He has not provided any receipts to the Residential Tenancy Branch for this hearing, however he does have receipts.
- He is therefore asking that this Notice to End Tenancy be canceled and the tenancy continues.

### Analysis

It is my finding that the tenant has provided no evidence to show that there has been any rent paid for the months of January 2014, February 2014, and March 2014.

It is also my finding that the tenant has been served with a valid 10 day Notice to End Tenancy and has failed to comply with that notice.

I therefore allow the landlords request for an Order of Possession, and for a Monetary Order for the outstanding rent.

I will not allow the tenants request to cancel the Notice to End Tenancy.

Conclusion

The tenant's application is dismissed without leave to reapply.

Pursuant to Section 55 of the Residential Tenancy Act, I have issued an Order of Possession to the landlords that is enforceable two days after service on the tenant.

Pursuant to Section 67 of the Residential Tenancy Act I have issued a Monetary Order for the tenant to pay \$3600.00 to the landlords.

I make no order with regards to the filing fees as the parties did not apply for an order for return of their filing fees.

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: March 10, 2014

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Residential Tenancy Branch

