



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Bayside Property Services Ltd.  
and [tenant name suppressed to protect privacy]

## **INTERIM DECISION**

Dispute Codes      CNC CNR MNDC OPR MNR MNSD FF

### Introduction

This hearing was originally scheduled pursuant to the tenant's application to cancel two notices to end tenancy, as well as for monetary compensation. The tenant and two agents for the landlord called in to the teleconference hearing.

In the hearing the landlord informed me that on June 3, 2014 the landlord had also filed an application, which was scheduled to be heard at the same time as the tenant's application. The landlord stated that all of their evidence supporting the notices to end tenancy was contained in their file. I informed the parties that I did not have the landlord's application or evidence before me, and because our database system was down I was unable to retrieve any information about the landlord's application by electronic means. The physical file originated in a different location, so I would have to arrange for the landlord's file to be sent to me.

Given the urgent nature of the potential end of tenancy, I found it was appropriate for me to hear evidence from both parties regarding the notice to end tenancy for unpaid rent, and determine whether it was possible to proceed on that one issue, or if an adjournment was required. Based on the evidence I heard, I was satisfied that I could issue a ruling regarding the notice to end tenancy for unpaid rent. I will address the remainder of both applications in the conclusion of my decision.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession pursuant to the notice to end tenancy for unpaid rent dated May 2, 2014?

### Background and Evidence

On April 18, 2014 the landlord served the tenant with a notice to end tenancy for cause. On May 2, 2014 the landlord served the tenant with a notice to end tenancy for unpaid rent of \$899.03 due on May 1, 2014. The landlord stated that all of this amount represented unpaid rent. The landlord stated that since they issued this notice, they have received no further payment of rent from the tenant.

The tenant stated that he put a cheque for rent in the mailbox of the landlord's office, but he found the cheque returned to him under his door. The tenant acknowledged that he did not make any payment of rent for June 2014, because the landlord told him he should not pay his rent until after the scheduled hearing. The tenant did not provide any supporting evidence, such as a copy of the returned cheque, in his application.

The landlord's response to the tenant's evidence was that they never received the cheque from the tenant or returned a cheque, and they stated that they in fact told the tenant that he should pay his rent.

### Analysis

Upon consideration of the evidence and on a balance of probabilities, I find that the notice to end tenancy for unpaid rent is valid. The tenant's evidence was unsupported and lacked credibility. I find it likely that after the tenant received the notice to end tenancy for cause in April 2014, he decided not to pay rent for May or June 2014.

The landlord is entitled to an order of possession.

### Conclusion

As I found the tenancy ended pursuant to the notice to end tenancy for unpaid rent, it will not be necessary for me to consider the notice to end tenancy for cause. The tenant's application to cancel both notices to end tenancy is dismissed.

The monetary portions of the tenant's and the landlord's applications are adjourned. The notice of reconvened hearing will be issued under separate cover.

I grant the landlord an order of possession effective two days from service. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia 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: June 19, 2014

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Residential Tenancy Branch

