



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0941640 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

CNR

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, issued on June 2, 2014.

Both parties appeared, gave testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Issue to be Decided

Should the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, issued on June 2 2014, be cancelled?

Background and Evidence

The parties agreed that the tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent, issued on June 2, 2014, with an effective vacancy of June 12, 2014. The parties further agreed that the notice stated that the tenant has failed to pay rent the amount of \$2,470.00, as of May 1, 2014.

The notice informed the tenant that the notice would be cancelled if the rent was paid within five days. The notice also explains the tenant had five days to dispute the notice.

The tenant testified that she admits she owed outstanding rent in the above amount and did not pay the outstanding rent within five days of receiving the notice to end tenancy.

The tenant testified the property is in foreclosure and she was told by the bank that she is no longer required to pay rent. The tenant stated she had not paid any rent to the landlord or the bank since receiving the notice to end the tenancy.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Although the tenant applied to cancel the ten day notice to end tenancy issued on June 2, 2014. I find that there is no merit to the tenant's application. In particular, the tenant admitted that rent

was owed when they received the notice and that amount was not paid within the five days required by the Act.

Although, the tenant has stated that the property is in foreclosure and the bank told her she would no longer have to pay rent. I find that to be highly unlikely and the tenant has provided no evidence, such an order from Supreme Court, or a letter from the bank confirming her testimony.

Therefore, I dismiss the tenant's application to cancel the notice to end tenancy.

As the tenant's application is dismissed and the landlord has made an application for order of possession, pursuant to section 55 of the Act, I must grant this request.

Section 55(1) of the Act states:

Order of possession for the landlord

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.

As I have dismissed the tenant's application, I find that the landlord is entitled to an order of possession effective **two days** after service on the tenant. This order must be served on the tenant and may be filed in the Supreme Court.

Conclusion

The tenant's application to cancel the ten day notice to end tenancy issued on June 2, 2014, is dismissed. The landlord is granted an order of possession.

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: July 24, 2014

Residential Tenancy Branch