



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR

### Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Notice to End Tenancy was sufficiently served on the Tenant by posting on October 20, 2014. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on October 24, 2014.

### Preliminary Application:

The tenant applied for an adjournment. He testified that he has suffered from a brain injury and the mental health advocates were not available to assist him. The landlord opposed the adjournment. After considering evidence and submission of both parties I determined this was not an appropriate case to grant an adjournment for the following reasons:

- The tenant did not dispute that he owes over approximately two months rent or that the Notice was invalid. As a result the tenant has not provided a basis for cancelling the 10 day Notice to End Tenancy.
- I determined that the granting of an adjournment would amount unreasonable delay and would unfairly prejudice the landlord.

- The tenant failed to present sufficient evidence as to why he was not able to get someone else to assist him in the presentation of this case or why his proposed advocates could not telephone the bridge number.
- In essence the reason for the tenant's application for an adjournment is to give him additional time to pay off the arrears. This is not an appropriate reason for the granting of an adjournment.
- The tenant had ample time to prepare for this hearing.

#### Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to an order cancelling the Notice to End Tenancy dated October 20, 2014?

#### Background and Evidence

The tenant lived in the rental unit for the last approximately 5 years. In June 2011 the tenant's roommate passed away. On July 5, 2011 the parties entered into a tenancy agreement in writing that provided that the tenancy was to commence on July 1, 2011, end on June 30, 2012 and become month to month after that. The present rent is \$980 per month payable in advance on the first day of each month. The landlord holds a security deposit of \$465 which was paid on September 20, 2010.

The landlord testified the tenant has made a payment of \$375 in November and \$605 on December 1, 2014. However, the tenant still owes the sum of \$1855 in outstanding rent.

The tenant testified he is making every effort to pay off the arrears. He will be receiving a crisis grant of \$750 in two weeks time. Further, he is in the process of selling some of his personal belongings to pay the arrears.

#### Analysis

I determined there was no basis to cancel the 10 day Notice to End Tenancy. The tenant owes almost 2 months in outstanding rent. The Notice to End Tenancy used by the landlord is a valid notice. As a result I dismissed the tenant's application.

#### Order for Possession

The Residential Tenancy Act provides that where a landlord has made an oral request for an Order for Possession at a hearing where a dispute resolution officer has dismissed a tenant's application to set aside a Notice to End Tenancy, the dispute resolution officer must grant an Order for Possession. The landlord made this request at the hearing. The landlord stated she was content that I set the Order for Possession for December 31, 2014. The landlord also represented that if the tenant pays the arrears on \$1855 by December 31, 2014 the landlord shall reinstate the tenancy and will not enforce the Order for Possession. **As a result I granted the landlord an Order for Possession effective December 31, 2014.**

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

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: December 03, 2014

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Residential Tenancy Branch

