



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 an adjournment or 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 10 day Notice to End Tenancy was sufficiently served on the Tenant by posting on January 7, 2015. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on January 14, 2015. With respect to each of the applicant's claims I find as follows:

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?

Background and Evidence

The tenancy began on December 1, 2014. The tenancy agreement provided that the tenant(s) would pay rent of \$650 per month payable on the first day of each month. The tenant(s) paid a security deposit of \$325 at the start of the tenancy.

The tenant has failed to pay the rent for the months of January and February and the sum of \$1300 remains outstanding.

The tenant does not dispute the rent is owed. He testified his wallet was stolen around the end of December and it contained most of the rent for January. The tenant proposed a re-payment schedule but the landlord stated she was not prepared to accept such a payment.

Analysis

After carefully considering all of the evidence I determined that the landlord has established sufficient cause to end the tenancy. The Residential Tenancy Act no longer gives an arbitrator the jurisdiction to grant an extension of time to pay the rent. I determined the Notice to End Tenancy is valid. There is outstanding rent. As a result I dismissed the tenant's application to cancel the Notice to End Tenancy. I order that the tenancy shall end on the date set out in the Notice.

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. **As a result I granted the landlord an Order for Possession on 2 days notice.**

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: February 02, 2015

Residential Tenancy Branch

