



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PROSPERO INTERNATIONAL REALTY INC
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 (the "Notice") , issued on January 14, 2015.

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 at the hearing

Issue to be Decided

Should the Notice, issued on January 14, 2015, be cancelled?

Background and Evidence

The parties agreed that the tenant received a Notice to end the tenancy, with an effective vacancy date of January 24, 2015.

The landlord testified that the tenant was in rent arrears of \$590.00 for December 2014 and failed to pay rent for January 2015, leaving the balance of unpaid rent in the amount of \$1,515.00, when the Notice was issued.

The tenant testified that he tried to pay the landlord the amount of \$926.00 on January 19, 2015 and told the landlord he would pay the balance owed by the 31st. However, the landlord would not accept this.

The landlord argued that the tenant did not offer any money on January 19, 2015, the tenant offered to pay the debt in full on the January 31, 2015, which they did not agreed as that was not within 5 days as required and was after the effective date in the notice. The landlord stated that they seek an order to enforce the Notice.

Analysis

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

The tenant received the Notice, the tenant had 5 days to dispute the Notice or pay the rent. Although the tenant failed to dispute the Notice, within the statutory timeframe, I find the tenant did not pay rent within 5 days of receiving the notice as required as all rent was to be paid on or before January 19, 2015.

In this case, even if I accept the tenant attempted to pay a portion of rent on January 19, 2015, the evidence supports it was not all rent due as the evidence of the tenant was that the balance of rent would be paid on January 31, 2015. I find the Notice issued on January 14, 2015, is a valid notice under the Act. Therefore, I dismiss the tenant's application to cancel the Notice.

As the tenant's application is dismissed and the landlord requested an order of possession at the hearing, 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 may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

The tenant's application is dismissed. The landlord is granted an order of possession pursuant to section 55 of the Act.

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 05, 2015

Residential Tenancy Branch

