



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNR

Introduction

This is an application to cancel a Notice to End Tenancy that was given for nonpayment of rent.

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

The issue is whether or not to uphold or cancel a Notice to End Tenancy that was given for nonpayment of rent.

Background and Evidence

This tenancy began on July 1, 2014 for a fixed term of one year, with a monthly rent of \$1300.00.

The tenant failed to pay the March 2015 rent, and therefore on March 12, 2015 the landlord served the tenant with a 10 day Notice to End Tenancy.

The tenant filed a dispute of that notice on March 16, 2015.

The tenant has now also failed to pay the April 2015 rent and therefore as of today's date there is a total of \$2600.00 in rent outstanding.

The tenant admits that the rent is outstanding for the months of March 2015 and April 2015, however she is asking that the Notice to End Tenancy be canceled, because she does not have the money to pay the rent due to a lack of work.

The landlord is asking that the Notice to End Tenancy be upheld and that an Order of Possession be issued, stating that he needs the rental income to cover the mortgage.

Analysis

Section 26 of the Residential Tenancy Act states that the tenant must pay the rent on the date that the rent is due under the tenancy agreement, which in this case is the first of the month.

Section 46 of the Residential Tenancy Act states the following:

46 (1) A landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end the tenancy effective on a date that is not earlier than 10 days after the date the tenant receives the notice.

In this case the tenant has admitted that she has not paid the rent for the months of March 2015, and April 2015, and therefore the landlord does have the right to end this tenancy for nonpayment of rent.

Further, although the tenant testified that she is unable to pay the rent due to an inability to get sufficient work hours, the Residential Tenancy Act does not look at why the rent has not been paid, only if the rent has not been paid.

Therefore I will not be canceling the Notice to End Tenancy and I allow the landlords request for an Order of Possession.

Conclusion

The tenant's application to cancel the 10 day Notice to End Tenancy, dated March 10, 2015, is dismissed without leave to reapply.

I have issued an Order of Possession to the landlord that is enforceable two days after service on the tenant.

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: April 23, 2015

Residential Tenancy Branch

