



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *CNR, MT, RP, FF*

### **Introduction**

This hearing dealt with an application by the tenant for an order to set aside a ten day notice to end tenancy for nonpayment of rent and for more time to do so. The tenant also applied for the recovery of the filing fee and for an order directing the landlord to carry out repairs.

Both parties attended the hearing and had opportunity to be heard.

The tenant has applied for more time to dispute the notice to end tenancy. I find that the tenant made application in a timely manner and therefore additional time is not necessary.

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy? Is the landlord negligent with regard to maintenance of the rental unit? Is the tenant entitled to the recovery of the filing fee?

### **Background and Evidence**

The tenancy began on April 01, 2015. The monthly rent is \$900.00 per month, due on the first of each month. The tenant provided a rent cheque for rent due on August 01, 2015. The tenant testified that he had left the landlord a message to contact him regarding some maintenance issues and the landlord failed to return his call. On August 11, 2015, the tenant put a stop payment on the rent cheque. The landlord testified that the rent cheque was returned to him for insufficient funds and provided a copy of the returned cheque.

On August 12, 2015, the landlord served the tenant with a notice to end tenancy for nonpayment of rent. The notice was written on the approved two page form.

The tenant further agreed that he put stop payments on his rent cheques for September and October 2015 and as of this date he owed the landlord rent and parking for three months in the amount of \$2,820.00.

**Analysis:**

Based on the sworn testimony of the both parties, I find that the tenant received the notice to end tenancy for unpaid rent, on August 12, 2015 and did not pay rent within five days of receiving the notice to end tenancy. Accordingly, I uphold the notice to end tenancy.

During the hearing, the landlord made a request under section 55 of the legislation for an order of possession. Under the provisions of section 55(1), upon the request of a landlord, I must issue an order of possession when I have upheld a notice to end tenancy. Accordingly, I so order. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Since the tenancy is ending, the tenant's application for an order directing the landlord to carry out repairs is moot. The tenant has failed to prove his case and must therefore bear the cost of filing this application.

**Conclusion**

I grant the landlord an order of possession effective 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: October 29, 2015

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Residential Tenancy Branch

