



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding United Rooms
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNR / OPR

Introduction

This hearing was scheduled in response to the tenant's application to cancel a notice to end tenancy for unpaid rent. Both parties attended and gave affirmed testimony. During the hearing the landlord's agent (the "landlord") requested an order of possession in the event the tenant's application does not succeed.

Issue(s) to be Decided

Whether either party is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, tenancy for the subject unit began on December 01, 2013. Monthly rent of \$450.00 is due and payable in advance on the first day of each month. Arising from rent of \$550.00 which remained unpaid when due on September 01, 2015, pursuant to section 46 of the Act which addresses **Landlord's notice: non-payment of rent**, the landlord issued a 10 day notice to end tenancy for unpaid rent dated September 02, 2015. The notice was personally served on that same date. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is September 12, 2015. Subsequently, the tenant has made no further payment toward rent and he continues to reside in the unit.

Analysis

Based on the documentary evidence and testimony, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated September 02, 2015. While the tenant filed an application to dispute the notice within 5 days after receiving it, he did not pay the full amount of outstanding rent within that statutory 5 day period. Section 26 of the Act addresses **Rules about payment and non-payment of rent**, in part:

26(1) A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Section 55 of the Act addresses **Order of possession for the landlord**, in part:

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.

Following from the above, in the absence of any evidence that the tenant has a right under the Act to deduct all or a portion of the rent, and in view of the landlord's oral request for an order of possession at the hearing, the tenant's application is dismissed and I find that the landlord has established entitlement to an **order of possession**.

Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **two (2) days** after service on the tenant. This order must be served on the tenant. 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.

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: November 09, 2015

Residential Tenancy Branch

