



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NORTHERN HEALTH AUTHORITY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, OPR, MNR, FF

Introduction

In the first application the tenant seeks to cancel a ten day Notice to End Tenancy received October 7, 2015.

In the second application the landlord seeks an order of possession pursuant to the Notice and a monetary award for outstanding rent and arrears.

Both parties attended the hearing, the landlord by its representatives, and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Does the relevant evidence presented during the hearing show on a balance of probabilities that the ten day Notice was a valid Notice ending the tenancy? What, if anything, is the landlord owed?

Background and Evidence

The rental unit is a bachelor apartment in a fifty unit apartment building. The tenancy started in November 2013. The monthly rent is \$353.00. The landlord does not hold any deposit money.

It is not disputed but that the tenancy was uneventful until June 2014. At that time the tenant began experiencing difficulty paying his rent on time, or at all.

The ten day Notice, dated and served October 7, 2015 claims that the tenant owed rent of \$1495.00. at that time.

The landlord's representative Ms. S. presented business record evidence to show that at least that amount was owing on that day.

The tenant in his testimony does not dispute the landlord's rent claims or that \$1495.00 was owing on October 7 or that he did not pay that amount within seven days following receipt of the Notice, or at all.

He testifies that he has been met with significant health difficulties and has incurred costs as a result, which prevented him from paying rent as it came due.

Analysis

As stated at hearing, the provisions of the *Residential Tenancy Act* (the "RTA") are strict. Section 46 of the *RTA* provides that if the tenant does not pay the amount demanded in the Notice or successfully challenge the Notice at a proceeding like this one, the tenancy ends.

In this case, the tenant has not presented evidence to show that the Notice was somehow defective or improper.

I find that the Notice was a valid Notice to End Tenancy and that the tenancy ended on October 18, 2015 as a result of it. As the tenancy has ended, the landlord is entitled to an order of possession.

I find that the landlord is owed rent and rent arrears of \$1495.00 up to and including the rent for October 2015. I award the landlord that amount, plus the \$50.00 filing fee.

Conclusion

The tenant's application must be dismissed.

The landlord's application is allowed. The landlord will have an order of possession and a monetary order in the amount of \$1545.00 against the tenant.

This decision was rendered orally at hearing and 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: December 09, 2015

Residential Tenancy Branch

