



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MT

Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order for more time to make this application.
- b. An order to cancel the one month Notice to End Tenancy dated November 7, 2015.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. . Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

Preliminary Matter:

The tenant requested an adjournment on the basis that she had documents she had not provided the Residential Tenancy Branch and the landlord. The landlord opposed the request for an adjournment. He testified he does not feel safe with the tenant present. Further, the tenant has not paid the rent since she took possession. After hearing the disputed evidence I determined that this is not an appropriate case to grant an adjournment for the following reasons:

- The tenant failed to provide a satisfactory explanation why she failed to provide the documents.
- The tenant has not paid the rent since she moved in.
- An adjournment would unreasonably delay this matter and significantly prejudice the other party.

I find that the Notice to End Tenancy was personally served on the Tenant on November 2, 2015. Further I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlord on November 18, 2015. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order for more time to make this application?
- b. Whether the tenant is entitled to an order cancelling the Notice to End Tenancy dated November 7, 2015?

Background and Evidence

The tenancy began on November 2, 2015. The parties entered into an oral agreement in which the tenant agreed to pay rent of \$350 per month. She testified she paid a security deposit of \$375.

The tenant has not paid the rent.

Analysis:

The landlord testified that the tenant failed to pay the rent for the months of November, December and January.

The tenant testified she failed to pay the rent because the landlord told her it was not necessary and because of the landlord's misconduct. The landlord denies this.

Section 25(1) of the Residential Tenancy Act provides as follows:

Rules about payment and non-payment of rent

- 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.

I determined the tenant has failed to establish sufficient cause to cancel the 10 day Notice to End Tenancy. The Notice is valid and is on the correct government form. The tenant admitted she failed to pay the rent and has not paid the rent since she moved in. The Act provides the tenant must pay the rent even if the landlord failed to do what he is supposed to do. As a result I dismissed the tenant's application to cancel the 10 day Notice to End Tenancy..

Determination and Orders:

After carefully considering all of the evidence I determined that the landlord has established sufficient cause to end the tenancy. As a result I dismissed the tenant's application to cancel the Notice to End Tenancy. I order that the tenancy shall end on the date set out in the Notice.

Order for Possession:

The Residential Tenancy Act provides that where a landlord has made an oral request for an Order for Possession at a hearing where an arbitrator has dismissed a tenant's application to set aside a Notice to End Tenancy, the arbitrator must grant an Order for Possession. The landlord made this request at the hearing. As a result I granted the landlord an Order for Possession on 2 days notice.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

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: January 14, 2016

Residential Tenancy Branch

