



Dispute Resolution Services

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Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding The Veterans Memorial Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

Introduction

This was a hearing with respect to the tenant's application to cancel a 10 day Notice to End Tenancy for unpaid rent. The hearing was conducted by conference call. The tenant and the landlord's representative called in and participated in the hearing. The tenant was present with the landlord's representative and they called into the conference together from the landlord's office at the rental property.

Issue(s) to be Decided

Should the Notice to End Tenancy be cancelled?

Background and Evidence

The rental unit is an apartment in the landlord's rental property. The landlord provides low income housing to veterans. The housing is not subsidized by any government agency.

The tenancy began in May 2013. The current monthly rent is \$425.00. The tenant paid a security deposit of \$412.50 at the start of the tenancy.

The landlord's representative testified that the tenant has been in arrears of his rent payments for over one year. As of February, 2016 the current outstanding rent is the sum of \$2,400.00.

The landlord has given the tenant several written notices with respect to his continued failure to pay the rent in full. On December 17, 2015 the landlord served the tenant with a 10 day Notice to End Tenancy for unpaid rent. The Notice to End Tenancy stated that the tenant failed to pay rent in the amount of \$1,900.00 that was due on December 1, 2015. The Notice required the tenant to move out of the rental unit by December 27, 2015.

On December 22, 2015 the tenant filed an application for dispute resolution to dispute the Notice to End Tenancy, but at the hearing of his application the tenant acknowledged that he does owe rent in the amount stated by the landlord and said that he no longer disputed the Notice to End Tenancy. The tenant said that he is preparing to move out of the rental unit.

At the hearing the landlord's representative requested an order for possession of the rental unit. He said that he was prepared to give the tenant until February 22, 2016 to move out of the rental unit.

Analysis

The *Residential Tenancy Act* provides by section 55 as follows:

- 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 to the landlord an order of possession of the rental unit if
- (a) the landlord's notice to end tenancy complies with section 52 [*form and content of notice to end tenancy*], and
 - (b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

The tenant no longer disputes the landlord's Notice to End Tenancy and he agrees with the landlord's calculation of the amount of unpaid rent. The tenant's application is therefore dismissed without leave to reapply and I grant the landlord an order for possession effective February 22, 2016 after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that court.

Conclusion

The tenant's application has been dismissed. The landlord has been granted an order for possession.

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: February 10, 2016

Residential Tenancy Branch

