



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** CNR OPR

### **Introduction:**

This was an application by the tenant to cancel a 10 Day Notice to End the Tenancy for non-payment of rent dated March 1, 2016 to be effective March 10, 2016. Both parties were present at the hearing and acknowledged legal service of the 10 Day Notice and the Application for Dispute Resolution.

### **Preliminary Issue:**

The tenant had named the property manager as the sole landlord on her Application. The property manager requested the name be amended to show the professional name of the landlord which was on the 10 Day Notice. The tenant had no objections. The landlord's name is amended.

**Issues:** Is the tenant entitled to any relief?

### **Background and Evidence:**

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. The tenancy began March 22, 2015. The current rent is \$765 and the tenant paid a security deposit of \$382.50. The landlord's agent testified that the tenant failed to pay the rent for November 2015, February and March 2016 and was served the 10 Day Notice to End Tenancy on March 1. She has paid no rent since receiving the Notice and now owes for April 2016. The total amount owed is \$3060 (\$765 x 4).

The tenant said she had had a difficult time as her room mate moved. However, she said she paid \$800 on October 29 and on December 16, 2015 to try to catch up. She said that all of her receipts did not seem to be the same as the landlord's but she said she did not provide them for evidence for the hearing.

In evidence are receipts for rent payments, the 10 Day Notice to End Tenancy, and receipts for rent payments submitted by the landlord.

### **Analysis:**

The Notice to End a Residential Tenancy is based on non-payment of rent. The *Residential Tenancy Act* permits a tenant to apply to have the Notice set aside where the tenant disputes that rent is owed or where the amount of rent that is unpaid is an

amount the tenant is permitted under this Act to deduct from the rent. Although the tenant disputed the Notice in time, I find none of her submissions are supported by the evidence. I find the landlord's records and receipts support their submission that the tenant owes \$3060 in unpaid rent for November 2015, February, March and April 2016. I therefore dismiss her application to cancel the Notice to End the Tenancy. Section 55(1)(a) provides that the arbitrator must grant an order of possession of the rental unit if the landlord makes an oral request for an order of possession at a hearing where an arbitrator has dismissed the tenant's application pursuant to section 46 and has upheld the Notice. The landlord has made this request at the hearing. As a result I grant the landlord an Order for Possession effective April 20, 2016 as they agreed.

**Conclusion:**

The Application of the tenant is dismissed. No filing fee is involved.

I grant the landlord an Order for Possession effective April 20, 2016 as requested. 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: April 14, 2016

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Residential Tenancy Branch