



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, FF

Introduction

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

- a. An order to cancel the 10 day Notice to End Tenancy dated March 16, 2016,
- b. An order to recover the cost of the filing fee.

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. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the 10 day Notice to End Tenancy was personally served on the Tenant on March 16, 2016. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on Landlord on March 21, 2016.. 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 cancelling the 10 day Notice to End Tenancy dated March 16, 2016?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy began on March 1, 2016. The tenancy agreement provided that the tenant(s) would pay rent of \$900 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$450 at the start of the tenancy.

The tenant has only paid \$100 in rent and has failed to pay the rest of the rent for March, 2016, April 2016 and May 2016. The tenant testified he lost his job of 17 years and has been unable to find work. His claim for employment insurance has been denied.

Analysis:

I determined there is no basis for an order to cancel the 10 day Notice to End Tenancy. The tenant does not dispute the rent is owed. The Residential Tenancy Act does not give an arbitrator the discretion to grant an extension of time to pay the rent where the landlord opposes such an extension. The tenant testified that she cannot carry the tenant as she has mortgage payments that must be made.

Determination and Orders:

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. I further order that the application of the tenant for the cost of the filing fee be dismissed.

Order for Possession:

The Residential Tenancy Act provides that where an arbitrator has dismissed a tenant's application to cancel a Notice to End Tenancy, the arbitrator must grant an Order for Possession. 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: May 03, 2016

Residential Tenancy Branch