



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

The Application for Dispute Resolution filed by the Tenant seeks an order to cancel the 10 day Notice to End Tenancy dated June 3, 2016.

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 served on the Tenants by posting on June 3, 2016. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on June 7, 2016. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to an order cancelling the 10 day Notice to End Tenancy dated June 3, 2016?

Background and Evidence

The tenancy began on February 14, 2012. The tenancy agreement provided that the tenant(s) would pay rent of \$575 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$285 on February 15, 2014.

The tenants failed to pay the rent and over \$3000 is owed. The landlord provided a copy of the Tenant ledger that indicates FS failed to pay her share of the rent in the sum of \$285 per month for the months of October 2015, November 2015, March 2016 and April 2016 for a total of \$1140. HF failed to pay his share of the rent in the sum of \$285 for October 2015, November 2015, December 2015, January 2016, February 2016, March 2016 and April 2016 for a total of \$1995.

The tenant testified there is a problem with Ministry who wrongly cut her off for a period of time. She acknowledges she owes her share of 3 months rent. The rent for July has been paid.

Analysis:

I determined there is outstanding rent. The Notice to End Tenancy is in the correct form. An arbitrator does not have jurisdiction to consider the reasons for the tenant's inability to pay the rent (i.e. problem with the Ministry). I determined the landlord has sufficient cause to end the tenancy. I ordered that the application of the tenant be dismissed.

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. 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 effective July 31, 2016.

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: July 08, 2016

Residential Tenancy Branch

