



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Rockwood North Properties
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, MNDC, RR

Introduction

This is an application brought by the tenant requesting an order canceling a Notice to End Tenancy that was given for nonpayment of rent, requesting a monetary order for \$7200.00, and requesting an order allowing the tenant to reduce the rent.

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

The parties were affirmed.

Issue(s) to be Decided

First of all it is my decision that I will not deal with all the issues that the applicant has put on the application. For claims to be combined on an application they must related.

Not all the claims on this application are sufficiently related to the main issue to be dealt with together.

I therefore will deal with the request to cancel the 10 day Notice to End Tenancy, and I dismiss the remaining claims with liberty to re-apply.

Background and Evidence

This tenancy began, in this rental unit, on April 27, 2012, and the present monthly rent is \$900.00, due on the first of each month.

The landlords testified that the tenant failed to pay the full June 2016 rent and therefore on June 10, 2016, the tenant was served with a 10 day Notice to End Tenancy.

The landlord's further testified that the tenant has failed to pay any further rent and therefore they are requesting that the Notice to End Tenancy be upheld and that an Order of Possession be issued for as soon as possible.

The tenant testified that he does not dispute that the rent is outstanding; however he is willing to pay the full outstanding rent today, and therefore requests that the Notice to End Tenancy be canceled and that this tenancy continues.

The tenant further testified that the reason the rent has not yet been paid is that he is out of town and been unable to access banking facilities to pay the rent.

Analysis

Section 46 of the Residential Tenancy Act allows the landlord to end the tenancy with a 10 day Notice to End Tenancy if the tenant fails to pay the rent on the date it is due. A copy of that section is printed below:

46 (1) A landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end the tenancy effective on a date that is not earlier than 10 days after the date the tenant receives the notice.

In this case the tenant has admitted that the rent is outstanding, and since the 10 days is well past it is my decision that the landlords have the right to an Order of Possession, and I will not be canceling the Notice to End Tenancy.

Conclusion

The tenants application to cancel the 10 day Notice to End Tenancy dated June 10, 2016 is dismissed and pursuant to section 55 of the Residential Tenancy Act I have issued an Order of Possession to the landlords that is enforceable two days after service on the tenant.

As stated above, the monetary portion of this application is dismissed with leave to reapply.

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 20, 2016

Residential Tenancy Branch