



Dispute Resolution Services

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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 an order to cancel the 10 day Notice to End Tenancy dated July 15, 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 Notice to End Tenancy was served on the Tenant on by posting on July 15, 2016. Neither party provided a copy of the 10 day Notice to End Tenancy. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the agent for the landlord. 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 July 15, 2016?

Background and Evidence

The tenancy began on May 3, 2016 when the parties entered into a 6 month fixed term tenancy agreement. The tenancy agreement provided that the tenant(s) would pay rent of \$595 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$297.50 at the start of the tenancy.

The tenant acknowledged that she owes 3 months rent totaling \$1785. She proposed that she would pay the arrears today and that the parties agree to end the tenancy on September 30, 2016. The tenant testified she has been dealing with the death of her son. She sent the arrears in early September but was sent to the wrong address as she

was provided with wrong e-mail address. The landlord stated she wanted the tenant to pay the rent and the tenancy to end.

Analysis:

There is no basis for an order to cancel the 10 day notice. The parties acknowledged it was on the approved government form and that rent is owed. As a result I dismissed the tenant's application to cancel the Notice to End Tenancy.

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..

Settlement:

The parties agreed that if the tenant pays the outstanding rent in the sum of \$1785 on September 13, 2016 the tenant could remain in the rental unit until September 30, 2016 at which time she would have to vacate. However, if the tenant fails to pay the arrears the landlord could exercise her rights under the Order for Possession as provided in the Order.

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: September 13, 2016

Residential Tenancy Branch