



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MNDC, RP

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 47;
2. A Monetary Order for compensation - Section 67; and
3. An Order for repairs - Section 32.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Preliminary Matters

The Tenant seeks compensation for damages sustained during the tenancy and an order for repairs. The primary issue is in relation to the payment of rent.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure provides that all claims in an application must be related. As the matter of rent payments is not related to damages or repairs I dismiss these claims with leave to reapply.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the Landlord entitled to an order of possession?

Background and Evidence

The following are undisputed facts: The tenancy started on November 1, 2015. Rent of \$1,000.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$500.00 as a security deposit. The Tenant failed to pay rent for August 2016 and on August 5, 2016 the Landlord served the Tenant with a 10 day notice for unpaid rent (the “Notice”) by posting the Notice on the door. The Tenant failed to pay rent for September 2016 and expects to move out of the unit on October 15, 2016.

The Landlord seeks an order of possession for October 15, 2016.

Analysis

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement whether or not the landlord complies with this Act, the regulations or the tenancy agreement. Based on the undisputed evidence that the Tenant did not pay the rent for August 2016 I find that the Notice is valid and that the Tenant is not entitled to a cancellation of the Notice. The Tenant's application is therefore dismissed.

Section 55(1) provides that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, an order of possession must be granted to the landlord if, the notice to end tenancy complies in form and content and the tenant's application is dismissed or the landlord's notice is upheld. Section 52 of the Act provides that a notice to end tenancy from a landlord must be in writing and must be signed and dated by the landlord, give the address of the rental unit, state the effective date of the notice, state the grounds for ending the tenancy, and be in the approved form.

As the Notice complies in form and content and as the Tenant's application has been dismissed I find that the Landlord is entitled to an order of possession. I therefore grant an Order of Possession to the Landlord effective 1:00 p.m. on October 15, 2016.

Conclusion

The Notice is valid. I grant an order of possession to the Landlord effective 1:00 p.m. on October 15, 2016.

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: October 03, 2016

Residential Tenancy Branch