



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Greater Victoria Housing Society  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes** MT; CNR

### **Introduction**

This Hearing dealt with an Application for Dispute Resolution by the Tenant for an extension of time to make an application to cancel a notice to end tenancy; and to cancel a Notice to End Tenancy for Unpaid Rent issued August 16, 2016 (the "Notice").

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

The Landlord's agent testified that the Landlord was served with the Tenant's Notice of Hearing package on August 23, 2016. The Tenant did not provide any documentary evidence. The Landlord's agent testified that she mailed the Landlord's documentary evidence, by registered mail, to the Tenant at the rental unit on September 8, 2016. The Tenant acknowledged receipt of the Landlord's documentary evidence.

It was determined that the Tenant received the Notice on August 16, 2016. He made his Application for Dispute Resolution on August 19, 2016, and therefore the Tenant made his application within the time frame allowed. This portion of the Tenant's Application is dismissed.

### **Issue(s) to be Decided**

Should the Notice be cancelled?

### **Background and Evidence**

The Tenant was served with the Notice on August 16, 2016. The Notice informed the Tenant that the Notice would be cancelled if the rent was paid within five days.

At the outset of the Hearing, the Tenant stated that he does not dispute that he is in arrears of rent. He stated that he is seeking an extension of time to pay the arrears. Therefore, his Application is dismissed.

The Tenant testified that he has paid rent in full for the months of September and October, 2016, and acknowledged that he still owes \$338.00 for the month of August, 2016. The Tenant stated that he will be able to pay the arrears in full by 4:30 p.m. on October 14, 2016.

The Landlord's agent acknowledged that the Tenant has paid rent in full for September and October, 2016, and stated that she would agree not to enforce an order of possession if he paid the balance owing of \$338.00 by 4:30 p.m., October 14, 2016.

### **Analysis**

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I find the Tenant did not pay the outstanding rent within 5 days of receipt of the Notice and therefore the Tenant's application to cancel the Notice is dismissed. Further to the provisions of Section 55(1) of the Act, I find that the Landlord is entitled to an order of possession effective **two days** after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court. **However, the agent for the Landlord consented that the Landlord would not enforce the order of possession if the Tenant paid \$338.00 before 4:30 p.m., October 14, 2016.**

**If the Tenant does not pay the Landlord \$338.00 before 4:30 p.m. on October 14, 2016, the Landlord may enforce the order of possession and the Tenant will have two (2) days to vacate the rental unit.**

I further find that if the Tenant does not pay the Landlord by the above time and date, the Landlord has established a total monetary claim of **\$338.00** for unpaid rent for the month of August, 2016, pursuant to the provisions of Section 55(4) of the Act. I order that the Landlord retain the security deposit in the amount of **\$200.00**, in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$138.00**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

### **Conclusion**

The Tenant's Application is dismissed.

**The Landlord is hereby provided with an order of possession and monetary order, which may be enforced only if the Tenant does not pay the outstanding rent for August, 2016, in the amount of \$338.00 by 4:30 p.m., October 14, 2016. If the Tenant pays the outstanding rent by 4:30 p.m., October 14, 2016, these two orders may not be enforced.**

This decision is final and binding on the parties, unless otherwise provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: October 06, 2016

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Residential Tenancy Branch