



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 September 2, 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 Tenant by posting on September 2, 2016. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord within 3 days of September 12, 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 one may Notice to End Tenancy dated September 2, 2016?

Background and Evidence

The tenancy began on April 1, 2016. The market rent for the rental unit is \$1055 and it is subsidized. The tenants are to pay \$596 in advance on the first day of the month. The tenants paid a security deposit of \$527.50.

The tenants have failed to pay all of the rent when due. The payments have been \$276 short per month for the last 7 months ending October 31, 2016. In addition the tenants owe \$596 for November 2016. The amount outstanding is \$2208. The tenant represented that the rent was not paid because of a government error and that he could pay the arrears by November 7, 2016.

Analysis

I determined the landlord has sufficient cause to end the tenancy. The tenant has failed to pay the full rent for the last 7 months and the sum of \$2208 remains outstanding.. The landlord has used the correct government form. As a result I dismissed the application of the Tenant to cancel the 10 day Notice to End Tenancy. I order that the tenancy shall end.

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 7 days notice.

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.

Settlement:

The parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The tenants shall pay the arrears in the sum of \$2208 by November 7, 2016.
- b. The landlord agrees that if the Tenants pay the arrears as set out above the landlord shall not enforce the Order for Possession and shall reinstate the tenancy. However, if the tenant fails to pay the arrears as provided above the landlord shall be at liberty to enforce the Order for Possession.

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: November 02, 2016

Residential Tenancy Branch

