



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 479711 Alberta Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, CNR

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, and requesting an order canceling a Notice to End Tenancy that was given for cause.

The applicant(s) testified that the respondent(s) were served with notice of the hearing by personal service on October 17, 2016; however the respondent(s) did not join the conference call that was set up for the hearing.

It is my finding that the respondent(s) have been properly served with notice of the hearing, and I therefore conducted the hearing in the respondent's absence.

All testimony was taken under affirmation.

Issue(s) to be Decided

I first dealt with whether to cancel or uphold the ten-day Notice to End Tenancy for nonpayment of rent.

Background and Evidence

The applicant testified that he personally received a 10 day Notice to End Tenancy for nonpayment of rent on October 3, 2016 and he filed his dispute of that notice on October 7, 2016.

The applicant further testified that he failed to pay the rent because he had stored the money in a cigarette package and had accidentally thrown the package away.

The applicant further testified that the ministry is willing to pay \$375.00 of the outstanding rent now, and he is willing to work out some kind of payment plan for the remainder of the \$650.00.

The applicant is therefore requesting that the ten-day Notice to End Tenancy be canceled and that he be allowed to continue living in the rental unit.

Analysis

Section 46 of the Residential Tenancy Act allows the landlord to end the tenancy if the tenant fails to pay the rent when it is due, and in this case the applicant has admitted that he failed to pay the rent, having accidentally thrown it out. The landlord therefore had the right to give the Notice to End Tenancy that was served on October 3, 2016.

Further, I have no authority under the Residential Tenancy Act to grant the tenant an extension of time to pay the outstanding rent and therefore, since the tenant has still not paid the outstanding rent, it is my decision that I will not cancel the Notice to End Tenancy and this tenancy ends pursuant to that notice.

The tenant claims that he is paid the rent for subsequent months; however he has provided no evidence in support of that claim.

Section 55 of the Residential Tenancy Act states:

- 55** (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if
- (a) the landlord's notice to end tenancy complies with section 52 [*form and content of notice to end tenancy*], and
 - (b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

In this case I have examined the Notice to End Tenancy and it is my finding that it does comply with section 52 of the Act.

I therefore will be issuing an Order of Possession to the landlord, and, since this tenancy is ending pursuant to the ten-day notice, there is no need for me to deal with the one-month Notice to End Tenancy.

Conclusion

I dismiss this application without leave to re-apply, and, having determined that the landlord's notice to end tenancy complies with section 52 of the Act, I have issued an Order of possession, pursuant to Section 55 of the Act, enforceable 2 days after service on the tenant.

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: December 05, 2016

Residential Tenancy Branch