



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1053664 BC Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MT, 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 to allow more time to make the application to cancel the notice.

Some documentary evidence and written arguments have been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally.

Both parties were affirmed.

Issue(s) to be Decided

The issue is whether or not to cancel or uphold a Notice to End Tenancy that was given for nonpayment of rent.

Background and Evidence

The parties agree that this tenancy began on September 1, 2016 with a monthly rent of \$725.00, due on the first of each month.

The parties also agree that the tenant failed to pay the October 2016 rent and that, on October 6, 2016, the tenant was served with a 10 day Notice to End Tenancy for nonpayment of rent.

The parties also agree that, as of today's date, there is three months' rent outstanding totaling \$2175.00.

The tenant testified that he would like to continue the tenancy and fully intends to pay the outstanding rent, however, after having done some work for a contractor, he is having difficulty getting paid by the contractor. He stated that he is owed a substantial amount of money, which the contractor has promised will be transferred to him however as of today's date no money has been forthcoming.

The tenant further testified that he has now been accepted by the Ministry of Social Services for assistance, however he does not know when that will start either, but believes it will probably be a couple of more weeks.

The landlord testified that the tenant keeps promising to pay the rent however each month comes and another month rent becomes outstanding, and, as stated above, the tenant now owes \$2175.00 in outstanding rent.

The landlord further stated that she cannot afford to carry the tenant and is requesting that the Notice to End Tenancy be upheld and that an Order of Possession be issued.

Analysis

Section 46 of the Residential Tenancy Act allows the landlord to end the tenancy if the rent is not paid on the date it is due, and, in this case, the rent was not paid for October 2016, and the landlord therefore issued a valid Notice to End Tenancy on October 6, 2016.

The tenant is requesting an order that the Notice to End Tenancy be canceled, however since the notice was issued two more months' rent have become outstanding, and, as stated above, there is now a total of \$2175.00 in outstanding rent, and at this point the tenant is not even able to state how or when that rent will be paid.

It is my decision therefore that I am not willing to cancel the Notice to End Tenancy, and therefore this application will be dismissed.

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, and therefore I will be issuing an Order of Possession to the landlord.

Conclusion

I therefore 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 06, 2016

Residential Tenancy Branch