



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

The Application for Dispute Resolution filed by the Tenant seeks an order to cancel the 10 day Notice to End Tenancy dated November 23, 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 personally served on the Tenant on November 23, 2016. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on November 30, 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 10 day Notice to End Tenancy dated November 23, 2016?

Background and Evidence

The tenancy began on December 11, 2015. The tenancy agreement provided that the tenant(s) would pay rent of \$950 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$475 at the start of the tenancy.

The tenant lost his job. He is waiting for a decision for EI and Employment Standards. However, he has been unable to pay the rent for November (\$975 is owed), December (\$975 is owed) and January (\$975 is owed).

Analysis:

I determined there is no basis for cancelling the 10 day Notice to End Tenancy. The landlord has used the government approved form. The Tenant does not dispute the rent is owed. The tenant requested that he be given to January 15, 2017 to vacate the rental unit. The landlord agreed.

Determination and Orders:

After carefully considering all of the evidence I determined that the landlord has established sufficient cause to end the tenancy. As a result I dismissed the tenant's application to cancel the 10 day Notice to End Tenancy.

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. The parties agreed that I should set the effective date of the Order for Possession for January 15, 2017.

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.

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: January 03, 2017

Residential Tenancy Branch