



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 January 7, 2017

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. The tenant participated in the hearing for the first 7 minutes and presented his evidence. At that time his telephone disconnected. I waited another 8 minutes but the tenant failed to re-connect. I then proceeded with the hearing. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions.

I find that the 10 day Notice to End Tenancy was served on the Tenant by posting on January 7, 2017. Further I find that the Application for Dispute Resolution/Notice of Hearing was filed by the Tenant was served on the landlord by mailing, by registered mail to where the landlord carries on business on January 20, 2017. The landlord testified he never received the Application for Dispute Resolution and only became aware of this hearing when he was in the Residential Tenancy Branch filing documents for a Direct Request application. 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 January 7, 2017?

Background and Evidence

The tenancy began on September 15, 2015. The tenancy agreement provided that the tenant(s) would pay rent of \$725 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$70 at the start of the tenancy.

Analysis:

I determined there is no basis for an order to cancel the 10 day Notice to End Tenancy. The landlord used the approved government form. The tenant failed to pay the rent since the landlord took ownership and over 5 month's rent is due and owing. The tenant failed to provide a sufficient reason for failing to pay the rent. He testified the Ministry pays his rent and he blamed the landlord for failing to sign a form the would allow for the change of landlords. The tenant has had more than sufficient time to facilitate that change.

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. I order that the tenancy shall end on the date set out in the Notice.

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 2 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.

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.
Act.

Dated: February 14, 2017

Residential Tenancy Branch