



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MNDC, RPP

Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the 10 day Notice to End Tenancy dated January 7, 2017
- b. A monetary order in the sum of \$2500
- c. An order for the return of the Tenant's property.

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.

At the hearing the tenant stated that he was relying on a letter from the Ministry stating that they required the landlord provide them with a letter stating that the landlord would not evict the tenant if the Ministry paid the arrears on behalf of the tenant to the landlord.. The tenant initially stated the letter was dated December 21, 2016. He later stated it was dated January 9, 2017. He has not provided the landlord or the Residential Tenancy Branch with a copy of that letter. He stated he did not provide the landlord with a copy of this letter as they told him they would not give him the letter he requested.

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 personally served on the landlord on January 9, 2017. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the 10 day Notice to End Tenancy dated January 7, 2017?

- b. Whether the tenant is entitled to a monetary order and if so how much?
- c. Whether the tenant is entitled to an order for the return of the tenant's property?

Background and Evidence

The tenancy began on May 15, 2015. There does not appear to be a written tenancy agreement. However, the rent is \$400 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$200 at the start of the tenancy.

The landlord served a 10 day Notice to End Tenancy on the Tenant on October 3, 2016. The tenant disputed the Notice. A hearing was scheduled for November 3, 2016. An adjournment was granted at the request of the landlord and the matter was set for December 21, 2016. The landlord failed to attend the December 21, 2016 hearing and the arbitrator cancelled the 10 day Notice to End Tenancy for non-payment of the rent for October.

The landlord testified that the tenant has failed to pay the rent for October 2016 (\$300 is owed), November 2016 (\$400 is owed), December 2016 (\$400 is owed) and January 2017 (\$400 is owed) and the sum of \$1500 remains outstanding.

The tenant testified the rent has not been paid because the landlord would not provide the Ministry with a letter that if the Ministry pays the rent the landlord will not evict the Tenant.

Analysis:

After carefully considering all of the evidence I determined the tenant has failed to establish sufficient evidence for an order to cancel the Notice to End Tenancy. The Notice is on the approved government form. I find that the tenant failed to pay the rent for November 2016, December 2016 and January 2017 and the sum of \$1200 remains outstanding. The order of the arbitrator dated December 21, 2016 cancelling the 10 day Notice to End Tenancy relates to the non-payment of the rent for October. This does not give the Tenant the right not to pay the rent for subsequent months.

I do not accept the submission of the Tenant that the failure of the landlord to comply with the demands of the Ministry not to evict the tenant if they pay the arrears is a defense to non payment of rent for November, December and January. The law does not require the landlord to write such a letter. The tenant has not tendered the rent payment. The landlord is not under a legal obligation to comply with the Ministry's demands.

As a result I ordered the application of the tenant to cancel the Notice to End Tenancy be dismissed with leave to re-apply.. Further, the tenant failed to provide sufficient evidence to establish he was entitled to a monetary order and an order for the return of the Tenant's goods and those claims are dismissed without leave to re-apply. The tenant failed to provide sufficient particulars of his monetary claim either in the form of a monetary order worksheet or a detailed summary in his application. The tenant also failed to identify what goods he was seeking returned.

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 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 final and binding on the parties.

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: February 01, 2017

Residential Tenancy Branch