



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNR, DRI, LAT, O

Introduction

This is an application brought by the tenant requesting an order canceling a Notice to End Tenancy, and requesting an order authorizing the tenant to change the locks.

Some documentary evidence and written arguments has 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 and the parties were given the opportunity to ask questions of the other parties.

The parties were affirmed.

Issue(s) to be Decided

The issues are whether or not to cancel or uphold a Notice to End Tenancy that has been given for nonpayment of rent, and whether to authorize the tenant to change the locks in the rental unit.

Background and Evidence

The parties agree that this tenancy began on October 7, 2016, and that the monthly rent is \$700.00, due on the first of each month.

The parties also agree that the tenant has outstanding rent as follows:

February 2017	\$500.00
March 2017	\$700.00
Total	\$1200.00

The parties also agree that the landlord served the tenant with a 10 day Notice to End Tenancy, on February 8, 2017.

The tenant testified that she does not want to continue living in this rental unit, but would like to be allowed to stay in the rental unit until March 31, 2017.

The tenant further testified that she should be able to pay the full outstanding rent within the next two weeks.

The tenant further stated that, if she is allowed to stay until March 31, 2017, she will agree to have a monetary order issued for the total outstanding rent of \$1200.00.

The landlord testified that he is unwilling to allow the tenant to stay to March 31, 2017, because, he believes that, even with the monetary order, the tenant will not pay the outstanding rent.

The landlord stated that he is requesting an Order of Possession for as soon as possible, because the tenant always gives excuses as to why the rent is not paid on time, and he is not willing to continue with this ongoing pattern.

Analysis

Section 46 of the Residential Tenancy Act allows the landlord to end the tenancy if rent is not paid on the date that is due by issuing a 10 day Notice to End Tenancy no earlier than the date following the date that the rent is due.

In this case, the parties agree that rent is due on the first of the month, and the parties also agree that there is still \$500.00 rent outstanding from February 2017, and the full March 2017 rent of \$700.00 is also still outstanding.

The parties also agree that the landlord served a 10 day Notice to End Tenancy on February 8, 2017.

It is my decision therefore that the landlord does have a right to end this tenancy and, as there is a significant amount of rent still outstanding, I am not willing to cancel the 10 day Notice to End Tenancy. This application to cancel the notice will therefore be dismissed.

Further, since this tenancy is ending I am unwilling to issue any order allowing the tenant to change the locks to the rental unit.

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.

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: March 13, 2017

Residential Tenancy Branch