



Dispute Resolution Services

Page: 1

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 May 11, 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. 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 May 11, 2017. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on May 19, 2017. With respect to each of the applicant's claims I find as follows:

Issues 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 May 11, 2017?

Background and Evidence:

The tenancy began on July 15, 2001. The present rent is \$640 a month payable in advance on the first day of each month. The tenant paid a security deposit of \$260 at the start of the tenancy.

The tenant acknowledged that she owes outstanding rent in the sum of \$10,140 to the end of June 2017. She testified she has faced health problems. Further she expects a court settlement and when received she intends to pay off the arrears.

The father of the representative of the landlord agreed the tenant could remain provided she remained current and paid the arrears when she received the court settlement. He

has since passed away. The representative of the landlord expressed concern as the tenant failed to remain current. The rent for May and June has not been paid.

Analysis:

I determined there was no basis for cancelling the 10 day Notice to End Tenancy. The landlord used the approved form. There is outstanding rent and the tenant failed to remain current with the payment of the monthly rent when due. As a result I dismissed the Tenant's application to cancel the Notice to End Tenancy.

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. I set the effective date of the Order of Possession for June 30, 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.

Settlement:

At the hearing the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The parties acknowledge the Tenant owes the sum of \$10,140 to the end of June 2017.
- b. The tenant represented she could make the following payments:
 - The sum of \$1280 (rent for May and June 2017) by June 30, 2017.
 - The sum of \$640 (rent for July 2017) by July 15, 2017.
 - The sum of \$640 (rent for August 2017) by August 1, 2017.
- c. The parties agree that provided the Tenant makes the above payments as, the landlord shall allow the Tenant to continue to reside in the rental unit. However, if the Tenant fails to make any one of those payments on the dates provided the landlord shall be at liberty to enforce the Order of Possession.

- d. The Tenant shall use her best efforts to pay the arrears including the full upon when she receives her court settlement.

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: June 23, 2017

Residential Tenancy Branch