



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Goodwood Property Investments Limited
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, OPR, MNR, MNSD, FF

Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant, and one brought by the landlord(s). Both files were heard together.

The landlord's application is a request for an Order of Possession based on a Notice to End Tenancy for nonpayment of rent, and a request for a monetary order and recovery of the filing fee. The landlord is also requesting an order to retain the full security deposit towards the claim.

The tenant's application is a request for an order canceling a Notice to End Tenancy, which was given for nonpayment of rent, requesting an order for emergency repairs, and requesting an order for more time to file an application to dispute the Notice to End Tenancy.

A substantial amount of documentary evidence and written arguments has been submitted 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.

All parties were affirmed.

Issue(s) to be Decided

The issues are:

- Whether or not to uphold or cancel a Notice to End Tenancy that was given for nonpayment of rent.
- Whether or not the landlord has established monetary claim against the tenants.
- Whether to issue an order for emergency repairs.

Background and Evidence

The parties agree that this tenancy began on May 1, 2016, and that the present monthly rent is \$755.00, due on the first of each month.

The landlord testified that, the tenant has fallen behind on the rent and, as of July 2017, there is a total of \$2605.00 still outstanding.

The landlord further testified that on June 7, 2017 a 10 day Notice to End Tenancy was posted on the tenant's door; however the tenant has failed to comply with that notice, and failed to pay any further rent.

The landlord is therefore requesting an Order of Possession for as soon as possible and a monetary order for the outstanding rent and recovery of his filing fee.

The tenant testified that he does owe the full amount claimed by the landlord, and that the reason he has fallen behind on the rent is that, in 2016, he had cancer and as a result he has had extreme financial difficulty.

The tenant stated that all he is requesting from today's hearing is to be allowed to stay in the rental unit and be allowed to make extra payments on top of the rent until the full outstanding amount is paid.

The tenant further stated that he will instruct the Ministry to make payments in the amount of \$1000.00 per month, directly to the landlord, thereby paying the monthly rent plus an extra \$245.00 each month towards the outstanding rent.

In response to the tenants testimony, the landlord stated that he is still requesting an Order of Possession for as soon as possible, and a monetary order for the full outstanding amount of the rent and recovery of his filing fee, however he further stated that he is willing to work with the tenant to see if something can be worked out to allow the tenant to stay and make payments towards the outstanding amount.

Analysis

It is my finding that the landlord has served the tenant with a valid 10 day Notice to End Tenancy and since the tenant has failed to vacate the rental unit and failed to pay the outstanding rent, the landlord does have the right to an Order of Possession pursuant to sections 46 and 55 of the Residential Tenancy Act. I therefore, pursuant to section 62 of the Residential Tenancy Act, allow the landlords request for the Order of Possession.

It is also my finding that the landlord has shown that there is a total of \$2605.00 in rent outstanding, and I therefore, pursuant to section 62 of the Residential Tenancy Act, also allow the landlords request for a monetary order for that outstanding rent and for recovery of his \$100.00 filing fee.

Pursuant to section 62 of the Residential Tenancy Act, tenants request to cancel the Notice to End Tenancy is dismissed, as there are no reasonable grounds to cancel this notice.

The tenant is no longer pursuing a request for emergency repairs.

Conclusion

The tenant's application has been dismissed in full, without leave to reapply.

I have issued an Order of Possession to the landlord that is enforceable two days after service on the tenant.

I have issued a monetary order in the amount of \$2705.00.

I have made no order with regards to the security deposit, because the landlord has stated that he may allow the tenancy to continue if he can work out some kind of payment plan with the tenant. I therefore have left the security deposit in place.

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: July 18, 2017

Residential Tenancy Branch