



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DR M.A. VENIER CHIROPRACTIC CORP. doing business as HUGHVIEW
VILLAGE
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR

Introduction

The landlord applies for an order of possession pursuant to a ten day Notice to End Tenancy for unpaid rent dated and received April 13, 2017.

The tenant does not dispute the amount claimed to be owed: \$3137.50. She has not applied to cancel the Notice and did not pay the claimed amount within five days or at all.

The named landlord purchased the property from the tenant's original landlord and has assumed the tenancy.

The tenant is not named as a party to the original written tenancy agreement but states that she is the tenant nevertheless.

Both parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Is the Notice a valid Notice to end the tenancy?

Background and Evidence

The tenancy started in August 2003. The current rent is \$360.00.

The tenant testifies that she has a written agreement with the landlord to pay off about \$3000.00 in arrears by paying \$200.00 per month in addition to her rent. She says that due to financial circumstances she has missed some of the arrears payments in the last few months.

Analysis

Even if there is a written agreement to pay off the arrears the tenant has breached it and cannot rely on it as a defence to the landlord's claim for the whole amount of arrears. Clearly, whether it was stated in that agreement or implied, failure to make each payment would result in the entire balance becoming due.

As a result, the tenant owes the entire amount of \$3137.50, as claimed in the ten day Notice.

The Notice is a valid Notice and has resulted in this tenancy coming to an end on April 27, 2017. The landlord will have an order of possession.

The landlord is entitled to a monetary award of \$3137.50, as claimed. There is no request to recover any filing fee. There will be a monetary order against the tenant in the amount of \$3137.50.

Conclusion

The application is allowed as presented.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Tenancy Act*.

Dated: July 27, 2017

Residential Tenancy Branch