



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OPR, MNR, FF

Introduction

The Application for Dispute Resolution filed by the Tenant seeks an order to cancel the 10 day Notice to End Tenancy dated June 8, 2017

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. An Order for Possession for non-payment of rent
- b. A monetary order in the sum of \$2559 for unpaid rent
- c. An order to recover the cost of the filing fee

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 served on the Tenant by posting on June 8, 2017. Further I find that the Application for Dispute Resolution/Notice of Hearing filed by the landlord was served on the Tenant by personal service on June 25, 2017 and by mailing by registered mail to where the tenant resides on June 22, 2017.

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 June, 2017?
- b. Whether the landlord is entitled to an Order for Possession?
- c. Whether the landlord is entitled to A Monetary Order and if so how much?
- d. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on March 1, 2015. The present rent is \$853 per month payable on the first day of each month. The tenant paid a security deposit of \$400 at the start of the tenancy.

The tenant(s) failed to pay the rent for the months of June 2017 (\$853 is owed), July 2017 (\$853 is owed) and August 2017 (\$853 is owed) and the sum of \$2559 remains owing. The tenant also owes \$100 in a late fee and returned PSF fee for June and July 2017.

The tenant continues to reside in the rental unit. He does not dispute the evidence of the landlord and acknowledges that he owes the rent.. He testified he has been unable to work because of a work related injury and there have been problems with his company providing the information to Work Safe BC and they have not paid compensation to him as yet. The tenant made a settlement proposal as to how and when he would repay the arrears which is set out below which the landlord agreed to. .However, the landlord requested an Order of Possession on 2 days notice in case the Tenant is unable to make the payments.

Tenant's Application:

As of the date of this hearing I determined that the landlord has established sufficient cause to end the tenancy. The landlord used the approved government form. There is \$2559 in outstanding rent. As a result I dismissed the tenant's application to cancel the Notice to End Tenancy.

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.

Landlord's Application - Order of Possession:

For the reasons set out above I determined the landlord is entitled to an Order of Possession.

Analysis - Monetary Order and Cost of Filing fee:

I determined the tenant has failed to pay the rent for the month(s) of June 2017 (\$853 is owed), July 2017 (\$853 is owed) and August 2017 (\$853 is owed) and the sum of \$2559 remains owing. The landlord is also entitled to \$100 in late fees and returned PAS fees for June and July. I granted the landlord a monetary order in the sum of \$2659 plus the sum of \$100 in respect of the filing fee for a total of \$2759.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

Settlement:

The tenant made a settlement proposal as to how and when he would pay the arrears which the landlord agreed to. The parties have asked that I record the agreement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The tenant shall make the following payments:
 - The sum of \$700 on August 10, 2017
 - The sum of \$900 on August 15, 2017
 - The sum of \$259 on August 22, 2017
 - The sum of \$900 on August 31, 2017
 - The sum of \$903 on September 12, 2017 (the rent for September including a \$25 late fee and a \$25 PAS fee).
- b. The parties agree that provided the Tenant makes the payment as provided above the landlord shall reinstate the tenancy and shall not enforce the orders provided. However, if the Tenant fails to make any one of the payments as provided above the landlord has the right to enforce the Order of Possession on 2 days notice.

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: August 10, 2017

Residential Tenancy Branch