



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, FF

Introduction

This hearing was convened in response to the tenants' application pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

The tenant requested:

- cancellation of the landlords' 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- authorization to recover the filing fee for this application, pursuant to section 72.

Both parties attended the hearing and were given full opportunity to be heard, make submissions and arguments. Both parties acknowledged that they had exchanged documentary evidence.

Issue(s) to be Decided

Is the tenant entitled to have the 10 Day Notice to End Tenancy set aside, if not is the landlord entitled to an Order of Possession based on the 10 Day Notice?

Is the tenant entitled to recover the filing fee for this application?

Background and Evidence

The tenant gave the following testimony. The tenant testified that the tenancy began about five years ago but is unsure of the exact month. The monthly rent for this unit is \$950.00 due on the first of each month. The tenant does not dispute that he has not paid rent from June 2017 in the amount of \$4400.00. The tenant testified that he conducted extensive renovations on the property including; bathroom, hot water heater, kitchen sink, back deck and plumbing. The tenant testified that he did this work in exchange for rent.

The landlord gave the following testimony. The landlord testified that there was no agreement for repairs or renovations with the tenant. The landlord testified that these repairs were unauthorized. The landlord testified that the tenant began to fall behind in his rental payments in June 2017. The landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities on July 25, 2017. The landlord testified that as of today's hearing the amount of unpaid rent from June 2017 to today is \$4400.00. The landlord seeks an order of possession.

Analysis

In the tenants own testimony they agree with the amount of unpaid rent. The tenant did not provide any supporting documentation to reflect the alleged agreement of renovations and repairs in exchange for rent. In addition, the landlord vehemently denies any arrangement. The tenant did not pay the outstanding rent within 5 days of receiving the notice although they did apply for dispute resolution to dispute the notice they have not provided sufficient evidence or justification to have the notice set aside.

Section 55(1) of the *Act* reads as follows:

- 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.

Based on the above facts I find that the landlord is entitled to an order of possession pursuant to Section 55 of the *Act*. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Conclusion

The landlord is granted an order of possession. The tenancy is terminated.

The tenants' application is dismissed in its entirety.

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: October 23, 2017

Residential Tenancy Branch