



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR

### Introduction

This is an application brought by the tenant requesting an order canceling a Notice to End Tenancy that was given for nonpayment of rent.

A substantial amount of documentary evidence and written arguments has been submitted by the parties 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 testimony was taken under affirmation.

### Issue(s) to be Decided

The issue is whether or not to cancel or uphold a Notice to End Tenancy that was given for nonpayment of rent.

### Background and Evidence

The landlord testified that this tenancy began on September 1, 2015, initially as a 6 month fixed term tenancy, and then reverted to a month-to-month tenancy after that.

The landlord testified that the monthly rent for this unit is \$1125.00, due on the first of each month, and he further states that he has provided a copy of the tenancy agreement to verify that.

The landlord testified that initially there were three tenants in the rental unit, however two of the tenants have moved out, and the present tenant therefore is responsible for the full rent of \$1125.00.

The landlord further testified that the present tenant seems to believe that, because two of her tenants have moved out, she is no longer responsible for the full rent; however the tenancy agreement clearly says the rent is \$1125.00.

Landlord is therefore requesting that this Notice to End Tenancy be upheld.

The tenant testified that she believes the Notice to End Tenancy should be canceled because she attempted to pay the rent, by getting the landlord to fill out the intent to rent form for social assistance, however the landlord refused to fill out that form.

The tenant testified that, had the landlord filled out the form, the ministry would have issued her \$375.00 to cover her portion of the rent.

The tenant testified that she does not believe that she is liable for the full \$1125.00 rent just because two of the other tenants moved out, and that it's the landlord's responsibility to replace those tenants.

### Analysis

It is my finding that the landlord is correct, in this case, as the rent for this unit is \$1125.00 due on the first of each month, and the rent does not drop simply because one of the tenants moved out. The tenant therefore was required to pay the full \$1125.00 per month after her co-tenants vacated.

The tenant has argued that she attempted to pay the rent, however the amount she was requesting to pay was only \$375.00 and would not have covered the full amount of the rent. Further, the tenant didn't actually attempt to pay that amount, she simply requested that the landlord sign an intent to rent form, so that she could get that amount from the ministry.

It is my decision therefore, pursuant to section 62 of the Residential Tenancy Act, that I will not cancel this Notice to End Tenancy and this tenancy ends pursuant to that notice.

Section 55 of the Residential Tenancy Act states:

**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.

In this case I have examined the Notice to End Tenancy and it is my finding that it does comply with section 52 of the Act.

### Conclusion

I therefore dismiss this application without leave to re-apply, and, having determined that the landlord's notice to end tenancy complies with section 52 of the Act, I have issued an Order of possession, pursuant to Section 55 of the Act, enforceable two days after service on the tenant.

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: March 29, 2018

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Residential Tenancy Branch