



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR, ERP, LAT, LRE, OLC, FFT

Introduction:

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the 10 day Notice to End Tenancy dated April 3, 2018.
- b. An order for emergency repairs
- c. An order authorizing the tenant to change the locks
- d. An order suspending or setting conditions on the landlord's right to enter the rental unit
- e. An order that the landlord comply with the Act, Regulations and or tenancy agreement.
- f. 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(s) by posting on April 3, 2018. Further I find that the Application for Dispute Resolution/Notice of Hearing was served on landlord by mailing, by registered mail to where the landlord resides as the landlord acknowledged receipt of the hearing package.

Issues 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 April 3, 2018?
- b. Whether the tenant is entitled to an order for emergency repairs
- c. Whether the tenant is entitled to an order authorizing the tenant to change the locks

- d. Whether the tenant is entitled to an order suspending or setting conditions on the landlord's right to enter the rental unit
- e. Whether the tenant is entitled to an order that the landlord comply with the Act, Regulations and or tenancy agreement.
- f. Whether the tenant is entitled to an order to recover the cost of the filing fee.
- g. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence:

On February 2, 2018 the parties signed a written tenancy agreement that provided that the tenancy would commence on February 15, 2018 and continue on a month to month basis. The tenancy agreement provided that the tenant(s) would pay rent of \$2200 per month payable in advance on the 15th day of each month. The tenant(s) paid a security deposit of \$400 at the start of the tenancy.

The tenant(s) acknowledged that they failed to pay the rent for the period March 15, 2018 to April 14, 2018 (\$2200 is owed) and April 15, 2018 to May 14, 2018 (\$2200 is owed). In addition they will owe rent for the period commencing May 15, 2018.

The tenant testified she is facing significant family problems with her brother being seriously ill and with three young children. She has been unable to work because of these matters. She acknowledged the landlord has been more than patient.

Analysis:

I determined there is no basis for an order to cancel the 10 day Notice to End Tenancy. I determined the landlord has established sufficient cause to end the tenancy. The tenant(s) owe two months rent. The landlord used the approved government form. The Residential Tenancy no longer permits an arbitrator to grant an extension of time to pay the rent unless the landlord's consent.

The tenant asked that she be permitted to stay until the 10th of June. The landlord stated he was unable to grant an extension but the parties eventually settled on June 3, 2018.

I ordered that all of the claims in the tenants' application be dismissed without leave to re-apply including their application to cancel the 10 day notice.

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 effective 3:00 p.m. on June 3, 2018.

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.

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: May 15, 2018

Residential Tenancy Branch