



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding TREELORNE DEVELOPMENT LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: CNR OPR

### **Introduction:**

Both parties attended the hearing and gave sworn testimony. The landlord said they served the tenant with a 10 Day Notice to End the Tenancy for non-payment of rent dated May 1, 2018 to be effective May 11, 2018 by putting it in their mailbox. The tenant said they served the landlord with their Application for Dispute dated May 4, 2018 by registered mail and the landlord acknowledged receipt. I find the documents were legally served pursuant to sections 88 and 89 of the Act. The tenant applies pursuant to section 46 of *The Residential Tenancy Act* (the Act) to cancel the Notice to End Tenancy for unpaid rent.

**Issues:** Is the tenant entitled to any relief?

### **Background and Evidence:**

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. It is undisputed the tenancy began November 2017, the current rent is \$1000 a month and the tenant paid a security deposit of \$500. It is undisputed that the tenant owed \$2420 in rent arrears when the Notice to End Tenancy was served. The landlord said she has paid a portion but still owes \$1520 plus \$175 in late fees. He said the late fee provision is in the lease but he is willing to forgive them.

The tenant said her job was reduced in hours and she has some health problems. She said her son contributes when he can but his hours of work are erratic. She said she has a good landlord and she sincerely wants to pay her rent and stay but she was unable to state how and when all of her outstanding rent would be paid plus the rent for July 2018. She pleaded for more time to pay her rent but the landlord said he had heard promises before that were not kept.

The landlord requests an Order of Possession effective July 1, 2018 and a monetary order for \$1520 for outstanding arrears; he requests to retain the security deposit to offset the amount owing.

**Analysis:**

The Notice to End a Residential Tenancy is based on non-payment of rent. Section 26 of the Act provides a tenant must pay their rent on time. The *Residential Tenancy Act* permits a tenant to apply to have the Notice set aside where the tenant disputes that rent is owed or where the amount of rent that is unpaid is an amount the tenant is permitted under this Act to deduct from the rent. Although the tenant disputed the Notice in time, I find she still has \$1520 in rent arrears. I therefore dismiss her application to cancel the Notice to End the Tenancy. Section 55(1) (a) provides that the arbitrator must grant an order of possession of the rental unit at a hearing where an arbitrator has dismissed the tenant's application pursuant to section 46 and has upheld the Notice. I grant the landlord an Order for Possession effective July 1, 2018.

Section 55(4) of the Act provides in these circumstances, a landlord may receive a monetary order for the outstanding rent. I find the tenant does not dispute she owes \$1520 in rent arrears. I find the landlord entitled to a monetary order for \$1520 and to retain the security deposit to offset the amount owing.

**Conclusion:**

I dismiss the tenant's application; her filing fee was waived. I grant the landlord an Order for Possession effective July 1, 2018. I find the landlord entitled to a monetary order for \$1020 (\$1520 less \$500 security deposit) for the rent arrears owed to June 30, 2018.

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: June 27, 2018

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Residential Tenancy Branch