



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding G & G PLAZA LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, OLC,

### Introduction

On June 4, 2018, the Tenant made an Application for Dispute Resolution under the *Residential Tenancy Act* ("the Act") to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities.

The matter was set for a conference call hearing. The Tenant and Landlord attended the teleconference hearing.

At the start of the hearing I introduced myself and the participants. The hearing process was explained. The evidence was reviewed and confirmed received by each party. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Should the 10 Day Notice dated June 2, 2018, be cancelled?
- Is the Landlord entitled to an order of possession?

### Background and Evidence

The parties testified that the tenancy began on October 15, 2017, on a month to month basis. Rent in the amount of \$1,400.00 is to be paid to the Landlord by the first day of each month. The Tenant paid a security deposit of \$700.00 to the Landlord.

The Landlord testified that the Tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated June 2, 2018. The Landlord testified that the Tenant was served with the 10 Day Notice in person on June 2, 2018.

The 10 Day Notice states that the Tenant has failed to pay rent in the amount of \$1,400.00. The 10 Day Notice informed the Tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the Tenant had five days to dispute the Notice.

The Tenant received the 10 Day Notice on June 2, 2018, and disputed the Notice on June 4, 2018, within the required timeline.

The Landlord testified that the Tenant did not pay the rent due under the tenancy agreement for the month of June 2018 within 5 days of receiving the 10 Day Notice. The Landlord testified that the Tenant has not paid the rent for June 2018, or July 2018.

In response, the Tenant testified that he is experiencing financial issues and has not been able to pay the rent. the Tenant acknowledged that he has not paid the rent for June 2018 or July 2018.

The Landlord seeks an order of possession for the rental unit.

### Analysis

Section 26 of the Act states that a Tenant must pay the rent when it is due under the tenancy agreement, whether or not the Landlord complies with the Act, the regulations, or the tenancy agreement, unless the Tenant has a right under this Act to deduct all or a portion of the rent.

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I find that the Tenant did not have a legal right to withhold payment of the rent.

I find that the Tenant did not pay the rent owing under the tenancy agreement within 5 days of receiving the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated June 2, 2018.

I dismiss the Tenant's application to cancel the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated June 2, 2018.

Under section 55 of the Act, when a Tenants Application to cancel a Notice to end tenancy is dismissed and I am satisfied that the Notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the Landlord an order of possession.

I find that the 10 Day Notice complies with the requirements for form and content and I find that the Landlord is entitled to an order of possession effective 2 (two) days, after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

### Conclusion

The Tenant failed to pay the rent due under the tenancy agreement. The tenancy has ended.

The Landlord is granted an order of possession effective 2 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: July 23, 2018

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Residential Tenancy Branch