



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR

Introduction:

The Application for Dispute Resolution filed by the Tenant seeks an order to cancel the 10 day Notice to End Tenancy dated March 29, 2019

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 Notice to End Tenancy was served on the Tenant by posting on March 29, 2019. 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 on April 3, 2019. With respect to each of the applicant's claims I find as follows:

Issues to be Decided:

The issue to be decided is whether the tenant is entitled to an order cancelling the 10 day Notice to End Tenancy dated March 29, 2019?

Background and Evidence:

The tenancy began on May 1, 2016. The tenancy agreement provided that the tenant(s) would pay rent of \$1100 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$550 at the start of the tenancy.

The landlord testified at the time she served the 10 day Notice to End Tenancy on the Tenant after the tenant failed to pay part of the rent for February 2019 and the rent for March 2019 and the sum of \$1750 was owed. In addition the tenant has failed to pay any rent for April 2019 (\$1100 is owed) and May 2019 (\$1100 is owed).

The tenant acknowledged that she owes the rent as provided in the testimony of the landlord.

The tenant requested she be given to May 24, 2019 to move out. After some discussion and after the tenant represented to the landlord that she would make sure the rental unit is cleaned (she would hire a cleaning service) and all garbage removed in accordance with the Act and that she (the Tenant) would send the landlord a letter permitting the landlord to keep the security deposit to be applied against outstanding rent, the landlord agreed that I should set the Order of Possession for May 27, 2019.

Determination and Orders:

After carefully considering all of the evidence I determined that the landlord has established sufficient cause to end the tenancy. As a result I dismissed the tenant's application to cancel the 10 day Notice to End Tenancy. I order that the tenancy shall end.

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 on or before 1:00 p.m. on May 27, 2019..

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 17, 2019

Residential Tenancy Branch