



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: CNR, FF

### **Introduction:**

The Application for Dispute Resolution filed by the Tenant(s) seeks an order to cancel the 10 day Notice to End Tenancy dated May 2, 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 10 Notice to End Tenancy was personally served on the Tenant on May 2, 2019. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on May 8, 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(s) are entitled to an order cancelling the 10 day Notice to End Tenancy dated May 2, 2019?

### **Background and Evidence:**

The tenancy began in January 2019. Originally it was intended that both applicants were to be tenants. There is a written tenancy agreement but neither applicant has signed it. On January 23, 2019 the applicant RA wrote to the landlord requesting that she be released from the tenancy agreement and advising she had found accommodation elsewhere. She testified the manager agreed to this. The manager is no longer working for the landlord and there is no documentation to confirm this.

The agent for the landlord testified that around the middle of January 2019 the landlord received \$450 from the Ministry for the security deposit. The tenants paid a further

\$150 for the rent for January 2019 leaving a balance owing of \$300 which has not been paid (the rent was pro-rated as the tenants move in around the middle of the month)..

The landlord further testified the tenant(s) failed to the rent for February 2019 (\$900 is owed), March 2019 (\$900 is owed), April 2019 (\$900 is owed), May 2019 (\$900 is owed) and June 2019 (\$900 is owed). The total of rent owed is \$4800.

The tenant CP testified the Ministry sent cheques to the landlord for his share but the landlord refused to accept it. He testified the Ministry was to pay \$400 and he was going to make cash payments of \$500 each month. The landlord acknowledged that they returned the rent cheque for February because it was not the full rent and she thought the tenant was vacating. She denies receiving payments from the Ministry for the remaining months. The tenant CP testified that he does not have the money to pay the arrears.

Analysis:

After carefully considering all of the evidence I determined that the landlord has established sufficient cause to end the tenancy. The tenants did not dispute that the rent was \$900 a month or that \$4800 is owed. I do not accept the submission of the tenant that he has sufficiently tendered the rent when it was due. The Ministry sent the cheque for the rent for CP in February and it was returned by the landlord. However, more than half of the rent was still owed and the tenant failed to provide sufficient proof that he had sufficient money to pay the arrears and that he attempted to pay the arrears.

The rent for March, April, May and June 2019 has not been paid. The tenant failed to present sufficient evidence from the Ministry that they attempted to pay the share of CP for those months. The tenant failed to provide sufficient evidence to prove that he attempted to make any payments for those months.

As a result I dismissed the tenant's application to cancel the Notice to End Tenancy. I order that the tenancy shall end. It is unclear with RA is a tenant. However, it is not necessary to determine this at this time as she testified she is not living in the rental unit. The issue of whether the landlord released her from the obligations of the tenancy agreement would be relevant should the landlord file an Application for Dispute Resolution against her claiming a monetary order for non payment of rent.

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. I set the effective date of the Order of Possession for 2 days after service.

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: June 18, 2019

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Residential Tenancy Branch