



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding METRO VANCOUVER HOUSING  
COROPRATION and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR CNC

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- Cancellation of a 10-Day Notice to End Tenancy for Unpaid Rent (the "10 Day Notice") pursuant to section 46; and
- Cancellation of a 1 Month Notice to End Tenancy for Cause (the "1 Month Notice") pursuant to section 47.

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The corporate landlord was represented by its agents. Agent JK (the "landlord") primarily spoke on behalf of the landlord.

As both parties were present service was confirmed. The parties each confirmed receipt of the other's materials. Based on the testimonies I find that each party was served with the respective materials in accordance with sections 88 and 89 of the *Act*.

### Issue(s) to be Decided

Should the 10 Day Notice be cancelled? Should the 1 Month Notice be cancelled? If not is the landlord entitled to an Order of Possession?

### Background and Evidence

This periodic tenancy began in September 2018. The monthly rent payable is \$420.00 due by the first of each month.

The tenant testified that they last made payment towards rent for this tenancy by a money order on June 26, 2019 in the amount of \$420.00. The tenant submits that the amount was for July 2019 rent. The tenant has not paid any subsequent rent.

The landlord submits that the June 26, 2019 payment was rent for the month of June 2019 and no rent has been paid for July, August or September, 2019. The landlord also gave evidence that the tenant has been habitually late in paying rent. The landlord submitted into evidence a warning letter issued to the tenant detailing their late payments and stating that further failure to pay rent in a timely manner would result in an end of the tenancy.

### Analysis

In accordance with subsection 46(4) of the *Act*, a tenant must either pay the overdue rent or file an application for dispute resolution within five days of receiving the 10 Day Notice. In this case, the tenant testified that they received the 10 Day Notice on July 5, 2019, and filed a notice of dispute application on July 13, 2019. As such, I find that the tenant was outside of the 5 days allotted from July 5, 2019 under the *Act*.

Section 46(5) provides that if a tenant fails to pay the rent or make an application for dispute resolution in accordance with the timeline set in subsection (4) the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice.

I accept the evidence of the parties that the rent has not been paid at any time after the issuance of the 10 Day Notice. I find that the 10 Day Notice complies with the form and content requirements of section 52 as it is signed and dated by the landlord, provides the address of the rental unit, the effective date of the notice, and the grounds for the tenancy to end.

I accept the landlord's evidence that there was a rental arrear as of the date of the 10 Day Notice. I find the tenant's submission that they had paid the full amount of rent for July 2019 by way of a money order dated June 26, 2019 to be contradicted by the

landlord's testimony and rental ledger records. I accept the landlord's evidence that there was a rental arrear and basis for the issuance of the 10 Day Notice.

Therefore I find that the landlord is entitled to an Order of Possession pursuant to section 55. As the effective date of the notice has passed, I issue an Order of Possession effective two (2) days after service.

### Conclusion

The tenant's application is dismissed in its entirety without leave to reapply.

I grant an Order of Possession to the landlord effective **2 days after service on the tenants**. Should the tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: September 16, 2019

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Residential Tenancy Branch