



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 seeks the following:

- a. An order to cancel the 10 day Notice to End Tenancy dated July 6, 2019
- b. An order that the landlord comply with the Residential Tenancy Act, Regulations and or tenancy agreement
- c. An order that the landlord provide services or facilities required by the tenancy agreement or law.

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 day Notice to End Tenancy was served on the Tenant by posting on July 6, 2019. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on July 16, 2019. With respect to each of the applicant's claims I find as follows:

Issues to be Decided:

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the 10 day Notice to End Tenancy dated July 6, 2019
- b. Whether the tenant is entitled to an order that the landlord comply with the Act, Regulations and/or tenancy agreement?
- c. Whether the tenant is entitled to an order that the landlord provide services or facilities required by the tenancy agreement or law?

Background and Evidence:

On May 31, 2019 the parties entered into an oral tenancy agreement that provided that the tenant would pay \$1200 a month plus ½ of the hydro (currently \$125) for a total of \$1325. In addition the parties agreed the tenant would pay a security deposit of \$600.

On June 20, 2019 the landlord served a 10 day Notice to End Tenancy which stated the Tenant owed \$755 in outstanding rent.

The landlord provided a receipt indicating that the tenant paid \$1925 on June 30, 2019 which covered the outstanding rent and the security deposit of \$600.

The tenant failed to pay the rent when due on July 1, 2019. The landlord served a 10 day Notice to End Tenancy on the Tenant by posting on July 6, 2019. The tenant paid \$300 on July 11, 2019 and \$450 on July 17, 2019. The balance owing for July is \$575.

The landlord testified the tenant failed to pay the rent for August 2019 (\$1325 is owed) and September 2019 (\$1325 is owed).

The tenant testified he attempted to pay the rent but it is very difficult as the landlord is confrontational with him and an argument ensues. It further testified that he does not know whether the rent for August and September was paid as he left that in the hands of the Ministry. He also stated that he and his 16 yea old son are in the process of moving.

Analysis:

After carefully considering all of the evidence I determined that the landlord has established sufficient cause to end the tenancy. The tenant failed to pay all of the rent that is owed for July 2019. I determined the tenant also failed to pay the rent for August 2019 and September 2019. As a result I dismissed the tenant's application to cancel the Notice to End Tenancy. I order that the tenancy shall end on.

As the tenancy is coming to an end I dismissed the tenant's claim that the landlord comply with the Act, Regulations and/or tenancy agreement and that the landlord provide services and/or facilities provided in the tenancy agreement or by law as those claims are moot.

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 5 days notice.

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: September 16, 2019

Residential Tenancy Branch