



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 the following:

- a. An order to cancel the 10 day Notice to End Tenancy dated November 3, 2019
- b. An order to recover the cost of the filing fee.

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.

There is a dispute between the parties as to when the 10 day Notice to End Tenancy was served on the Tenant. The landlord testified it was taped to the door on November 3, 2019. The tenant testified he did not receive it until it was given to him in person on November 13, 2019. I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on November 26, 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 November 3, 2019?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence:

The tenancy began on August 26, 2019. The tenancy agreement provided that the tenant(s) would pay rent of \$1275 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$637.50 at the start of the tenancy.

The tenant testified he vacated the rent on November 15, 2019 after the landlord threatened to change the locks. He further testified he is no longer interested in having the tenancy reinstated although he seeks to recover the cost of the filing fee.

Determination and Orders:

After carefully considering all of the evidence I determined that the landlord has established sufficient cause to end the tenancy. There was outstanding rent as the tenant acknowledged that as of November 13, 2019 the sum of \$625 was unpaid. The landlord used the approved government form. The tenant stated he no longer wishes to have the tenancy reinstated. As a result I dismissed the tenant's application to cancel the 10 Notice to End Tenancy.

Further, I dismissed the tenant's application to recover the cost of the filing fee as the tenant failed to pay the full rent for November and \$625 remained outstanding as of November 3, 2019 and November 13, 2019.

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.

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.

The tenant sought an order for the return of the security deposit and the landlord filed materials that indicate he feels he has a monetary claim against the tenant for damage and loss of rent. Those claims were not part of the Application for Dispute Resolution and I do not have the authority to deal with them. The parties have a right to file an Application for Dispute Resolution making those claims if they are unable to reach a settlement between each other.

The landlord asked when the tenant was intending to pick up furniture left behind. The tenant stated he would text the landlord making arrangements for the pick up as soon as possible.

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: December 16, 2019

Residential Tenancy Branch