



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding INTERGUEF DEVELOPMENT
GROUP and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: *CNR, OLC, RP, PSF, FF*

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for nonpayment of rent and for an order directing the landlord to comply with the *Act*, reduce rent and provide services. The tenant also applied for the recovery of the filing fee.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenant represented himself. The corporate landlord was represented by their agents.

As both parties were in attendance, I confirmed service of documents. The landlord confirmed receipt the tenant's evidence and stated that he did not file any of his own. I find that the landlord was served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issue to be Decided

Does the landlord have grounds to end this tenancy? Is the tenant entitled to an order directing the landlord to comply with the *Act*, reduce rent and provide services?

Background and Evidence

The tenancy began in June 2018. The monthly rent is \$1,208.00 payable on the first of each month. On December 03, 2019, the landlord served the tenant with a 10-day notice to end tenancy for non-payment of rent in the amount of \$1,208.00. The tenant disputed the notice in a timely manner. The tenant agreed that he failed to pay rent that was due on December 01, 2019 and continues to occupy the rental unit without paying rent that was due on January 01, 2020.

The tenant agreed that he owed a total of \$2,416.00 plus \$50.00 in late fees. The landlord requested an order of possession effective two days after service on the tenant.

Analysis

Based on the sworn testimony of both parties, I find that the tenant received the notice to end tenancy for unpaid rent, on December 03, 2019 and applied to dispute the notice within the legislated time frame of five days. Even though the tenant made application to dispute the notice to end tenancy within five days, I must uphold the notice because the tenant did not pay rent within five days of receiving the notice to end tenancy and the time to do so has expired.

In these situations, the *Residential Tenancy Act* provides that the tenant has been deemed to have accepted the end of the tenancy, on the date set out in the notice and must vacate the rental unit by that date. Accordingly, the notice to end tenancy is upheld and therefore the tenant's application to cancel the notice is dismissed.

During the hearing the landlord made a request under section 55 of the legislation for an order of possession effective immediately. Section 55 of the *Residential Tenancy Act* addresses an order of possession for the landlord and states:

55 (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if

(a) the landlord's notice to end tenancy complies with section 52 [*form and content of notice to end tenancy*], and

(b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

In this case, I find that the landlord served the tenant with a notice to end tenancy that complies with section 52 (form and content of notice to end tenancy). Since the tenant did not pay rent within five days of receiving the notice and still owes rent at the time of this hearing, I have dismissed the tenant's application for dispute resolution and have upheld the notice to end tenancy.

Under the provisions of section 55, I must issue an order of possession when I have upheld a notice to end tenancy. Accordingly, I so order. Should the tenant fail to

comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

During the hearing the tenant agreed to pay a total of \$3,699.00 by February 07, 2020 which includes late fees and rent for December, January and February 2020. The landlord agreed to allow the tenancy to continue until February 29, 2020 and agreed not to serve the tenant with the order of possession until February 27, 2020, on condition that all unpaid rent plus late fees in the total amount of \$3,699.00 was paid by February 07, 2020.

Conclusion

The notice to end tenancy is upheld and I grant the landlord an order of possession effective two days after service on the tenant.

Since the tenancy is ending the remainder of the tenant's application is dismissed.

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: January 28, 2020

Residential Tenancy Branch