



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNR MT

Introduction

This hearing was convened in response to an application by the tenant for more time to dispute a 10 Day Notice to End for Unpaid Rent and if successful to cancel the landlord's Notice to End of this matter.

Both parties attended the conference call hearing and acknowledged exchange of all evidence submitted to this proceeding. Both parties participated in the hearing with their submissions, document evidence and testimony during the hearing. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

Preliminary matters

The tenant applied for more time to make their application disputing the landlord's Notice to End. The tenant sought to dispute the landlord's 10 Day Notice to End for Unpaid Rent as submitted into evidence dated November 14, 2019 and received by the tenant November 16, 2019. Under the circumstances in this matter, I found that the tenant's request for more time is not required. The hearing proceeded on the merits of the application.

Issues(s) to be Decided

Should the Notice to end be cancelled? and if not
Is the landlord entitled to an Order of Possession?

Background and Evidence

Based on the agreed evidence I find that the tenant was served with a notice to end

tenancy for non-payment of rent dated November 14, 2019 stating that the tenant owed the payable rent for November 2019. The tenant did not pay the outstanding rent. The parties agreed that there has not been any rent paid since the beginning of November 2019. The tenant testified that they simply do not currently have the financial resources to satisfy the rent.

Analysis

Section 26 of the Act states as follows.

Rules about payment and non-payment of rent

- 26** (1) A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Pursuant to the above I find that the tenant has failed to pay the rent since November 01, 2019, and despite their application to cancel the landlord's Notice to end they have not presented evidence of a right or legal basis allowing them to withhold or deduct rent. As a result, I find the landlord's Notice to End of this matter is valid, therefore I must **dismiss** the tenant's application.

Section 55 of the *Act* provides that if a tenant's application to dispute a 10 day Notice to End Tenancy for Unpaid Rent is dismissed, or the landlord's notice is upheld the landlord is entitled to an Order of Possession if the landlord's notice complies with Section 52 of the Act. I find that the landlord's Notice to End for Unpaid Rent complies with Section 52 of the Act and as a result of dismissing the tenant's application I must grant the landlord an Order of Possession.

The landlord is issued an **Order of Possession** effective **two (2) days after it has been served on the tenant**. If necessary, This Order may be filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

Conclusion

The tenant's application is dismissed, without leave to reapply.

The landlord is given an Order of Possession pursuant to Section 55(1) of the Act.

This Decision is final and binding.

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 07, 2020

Residential Tenancy Branch