



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNR, FF

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent - Section 46;
2. An Order cancelling a Notice for to End Tenancy for Cause – Section 47; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Are the Notices to end tenancy valid?

Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

The following is undisputed evidence: The tenancy began on March 1, 2005. Rent in the amount of \$900.00 is payable in advance on the first day of each month. The Tenant failed to pay the full amount of rent for the month of June 2011 and on June 3, 2011 the Landlord served the Tenant with a notice to end tenancy for non-payment of rent by posting the Notice on the door. The Tenant states that he did not pay the remaining rent of \$450.00 because he did not have enough money to pay for rent and to find another rental. The Landlord requested an Order of Possession.

Analysis

Section 46 of the Act requires that upon receipt of a Notice to End Tenancy for Unpaid Rent (the “Notice”) the tenant must, within five days, either pay the full amount of the arrears indicated on the Notice or dispute the Notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. Based on the undisputed evidence, I find that the Tenant has not paid the outstanding rent, does not have a valid reason for not paying the rent and the Notice is valid. As the Notice is valid and as the Landlord has requested an Order of Possession, I find that the Landlord is entitled to such an Order. Further, as the Landlord is entitled to an Order of Possession, I find that there is no reason to consider the Notice to End Tenancy for Cause. The Tenant’s application is therefore dismissed and I decline to make an order for recovery of the filing fee.

Conclusion

The Tenant’s application is dismissed.

I grant an Order of Possession to the Landlord. The Tenant must be served with this **Order of Possession**. 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.

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: June 27, 2011.

Residential Tenancy Branch