



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

This is an application brought by the tenant requesting an order canceling a Notice to End Tenancy that was given for nonpayment of rent.

Some documentary evidence and written arguments have been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

The parties were affirmed.

Issue(s) to be Decided

The issue is whether or not to cancel or uphold a Notice to End Tenancy that was given for nonpayment of rent.

Background and Evidence

This tenancy began on December 1, 2016 with a monthly rent of \$1000.00, due on the first of each month.

The tenant failed to pay the February 2017 rent, and therefore the landlord served the tenant with a 10 day Notice to End Tenancy for nonpayment of rent.

The tenant stated that he received the 10 day Notice to End Tenancy on February 10, 2017.

The tenant admitted that he did not pay the February 2017 rent, nor has he paid the March 2017 rent, stating that he lost his wallet, and therefore he was unable to pay the rent.

The tenant further stated that he believes he will be able to pay the full outstanding rent by the end of March 2017, and that he should be able to pay the April 2017 rent sometime in April 2017, and he is therefore asking that the Notice to End Tenancy be canceled and that he be allowed to stay in the rental unit.

The landlord stated that she is not willing to wait any longer for the rent, because the tenant always has an excuse why he is not paying the rent, and recently has outright refused to discuss rent with her, stating that he has a lawyer, and he does not want to discuss anything until his hearing takes place.

The landlord further stated that she relies on this rent to pay her mortgage and that she cannot afford to carry the tenant's debt any longer.

The landlord is therefore requesting that the Notice to End Tenancy be upheld.

Analysis

Section 46 of the Residential Tenancy Act allows the landlord to end a tenancy if rent is not paid on the date that it is due, and in this case the tenant has admitted that he has not paid the February 2017 rent, or the March 2017 rent.

Further, although the tenant states that he believes he can catch up on the rent, he has provided no evidence to support that claim.

It is my decision therefore that the tenants request to cancel the Notice to End Tenancy will be dismissed.

Section 55 of the Residential Tenancy Act 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 have examined the Notice to End Tenancy and it is my finding that it does comply with section 52 of the Act.

Conclusion

I therefore dismiss this application without leave to re-apply, and, having determined that the landlord's notice to end tenancy complies with section 52 of the Act, I have issued an Order of possession, pursuant to Section 55 of the Act, enforceable 2 days after service on the tenant.

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: March 21, 2017

Residential Tenancy Branch