



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

The tenant applies to cancel a ten day Notice to End Tenancy for unpaid rent and utilities.

A copy of the Notice had not been placed on the file. The attending parties agree that the Notice is in the government form, is dated June 7, 2017 and was received by the tenant that day. The Notice demands \$1400.00 in rent that was due June 1 and \$361.02 in utilities.

The facts are not in dispute. The June rent of \$1400.00 was not paid and has not been paid since. The July rent has not been paid. The utilities have now been paid.

Issue(s) to be Decided

Is the ten day Notice a valid Notice ending the tenancy?

Background and Evidence

The rental unit is a "laneway" two bedroom accommodation. There is no written tenancy agreement. The tenancy started in March 2016. The monthly rent is \$1400.00, due on the first of each month, in advance. The landlord holds a \$700.00 security deposit.

The tenant has come upon a rough period financially. The parties negotiated a resolution of a similar dispute earlier but they were unable to effect one at this hearing.

Analysis

This tenancy has ended by operation of s. 46 of the *Residential Tenancy Act* (the “Act”). The tenant did not pay the amount demanded in a valid ten day Notice within five days of receipt. There is no lawful reason to cancel the Notice.

The tenancy ended June 18, 2017 and s. 55 of the *Act* demands that the landlord be granted an order of possession.

Conclusion

The tenant’s application is dismissed. The landlord will have an order of possession.

This decision was rendered orally after hearing and 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: July 21, 2017

Residential Tenancy Branch

