



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: CNR, FF

Introduction

The Tenant stated that copies of the Application for Dispute Resolution and Notice of Hearing were personally served on the Tenant on August 18, 2008. These documents are deemed to have been served in accordance with section 89 of the *Act*, however the Landlord did not appear at the hearing.

Issue(s) to be Decided

The issue to be decided is whether the Notice to End Tenancy for Unpaid Rent, served pursuant to section 46 of the *Residential Tenancy Act (Act)*, should be set aside and whether the Tenant is entitled to recover the filing fee from the Landlord for the cost of this Application for Dispute Resolution.

Background and Evidence

The Tenant stated that she is required to pay monthly rent in the amount of \$780.00.

The Tenant stated that she was served with a ten (10) day Notice to End Tenancy for non-payment of rent, which had an effective date of August 18, 2008. The Notice indicated that the Notice would be automatically cancelled if the Landlord received \$240.00 within five days after the Tenant is assumed to have received the Notice.

The Tenant stated that all of her rent has been paid on time. She stated that the \$240.00 debt referred to in the Notice to End Tenancy relates to repairs that were made to the rental unit.

Analysis

Section 46 of the Act stipulates, in part, that a landlord may end a tenancy if the tenant fails to pay rent that is due. In the absence of evidence to the contrary, I find that the Tenant has paid all of the rent that is due in relation to this rental unit.

There is nothing in the Act that authorizes the Landlord to end a tenancy for unpaid debts, unless the unpaid debt is in relation to unpaid rent or utilities.

Conclusion

After considering all of the written and oral evidence submitted at this hearing, I find that the Landlord does not have grounds to end this tenancy pursuant to section 46 of the Act, as there is no outstanding rent. On this basis, I hereby set aside the Notice to End Tenancy, and I order that this tenancy continue until it is ended in accordance with the Act.

I find that the Tenant's application has merit and I find that she is entitled to recover the filing fee from the Landlord for the cost of this Application for Dispute Resolution. I hereby authorize the Tenant to deduct \$50.00 from her next monthly rent payment as compensation for the filing fee paid for this Application for Dispute Resolution.

Date of Decision: September 11, 2008
