

DECISION

Dispute Codes CNR, OLC, FF

Introduction

This hearing dealt with an application by the tenant for an order setting aside a notice to end this tenancy and an order that the landlord comply with the Act. Both parties participated in the hearing.

Issue to be Decided

Is the tenant obligated to pay rent to the landlord?

Background and Evidence

The tenancy began in November 2009 while the rental unit was under the management of F.P.M. On or about March 26, 2010 the tenant received a letter from another property management company, the respondent landlord in this application, advising that they had purchased the management contracts of F.P.M. and that future rental payments should be made to the landlord. The tenant attempted unsuccessfully to contact F.P.M. and eventually contacted the landlord asking for confirmation that the contracts had indeed been assigned. The landlord sent the tenant a copy of the assignment of management contracts which confirmed that the contracts related to certain properties had been assigned by F.P.M. to the landlord. The assignment of management contracts noted that the tenants and properties whose contracts were assigned were listed on Schedule 1. The landlord did not provide the tenant with a copy of Schedule 1. The tenant did not pay the rent in April and has withheld rent since that time awaiting resolution of this issue. The tenant provided evidence showing that he was prepared to pay all the rent he has withheld upon confirmation that the landlord is entitled to receive those monies. On or about May 4 the tenant was served with a notice to end tenancy for unpaid rent which he seeks to have set aside.

Analysis

I find the actions of the tenant to be prudent as had he received no notification from the previous property management company that they had assigned the contract with the tenant to the landlord. At the hearing the landlord indicated that he was willing to give the tenant a copy of the aforementioned Schedule 1 to prove that the contract had been assigned. I order the landlord to provide Schedule 1 to the tenant. The tenant may withhold his rent until he has received Schedule 1. If Schedule 1 lists the tenant as one of the parties whose contract has been assigned or lists the rental unit as a property which is the subject of such an assignment, the tenant is ordered to immediately pay all the rent which has been withheld since April 1 and is directed to continue to meet his obligations under the tenancy agreement while acknowledging the landlord as a party to his tenancy agreement. If Schedule 1 does not list the tenant or the rental unit, the tenant may continue to withhold his rent until such time as he is satisfied that the landlord has a legal entitlement to receive the rent or until he is ordered by a Dispute Resolution Officer to pay his rent to this landlord or another party. If the landlord provides Schedule 1 to the tenant and Schedule 1 shows that the contract for the unit has been assigned and the tenant fails to pay all the rent which has been withheld up to that point, the landlord may issue the tenant another notice to end tenancy for unpaid rent. The current notice to end tenancy dated May 4 is set aside and of no force or effect.

I find that the tenant is entitled to recover the \$50.00 filing fee paid to bring his application. This sum may be deducted from future rent owed to the landlord.

Conclusion

The notice to end tenancy is set aside. The landlord is ordered to provide Schedule 1 to the tenant in order to trigger the tenant's obligation to pay rent. The tenant may deduct \$50.00 from future rent owed to the landlord.

Dated: June 17, 2010
