



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, O, FF

### Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking to cancel a 10 day Notice to End Tenancy for unpaid rent, for other relief and to recover the filing fee for the Application.

The other relief the Tenant seeks in his Application is a finding that the Landlord Company has no authority to collect rents or direct the rents to be paid to a different company.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

I also note that the Tenant did not serve the Landlord with his documentary evidence, and therefore, I have not considered the Tenant's written evidence, only his testimony.

### Issue(s) to be Decided

Does the Landlord have authority to collect rents?

Is the Notice to End Tenancy valid or should it be cancelled?

### Background and Evidence

The testimony of both parties is that the subject rental unit is owned by the Landlord Company.

The parties are involved in a lawsuit before the Supreme Court of British Columbia apparently regarding a corporate shareholder dispute.

The Landlord Company has directed the Tenant to make rent payments payable to the Landlord Company in the care of a second corporation. The Tenant asserts that the Landlord Company has no authority to direct the rent payments to a different company.

On May 9, 2011, the Landlord served the Tenant with a 10 day Notice to End Tenancy for unpaid rent of \$1,495.00, by posting it on the rental unit door (the "Notice"). The Tenant applied on time to dispute the Notice. An Agent for the Landlord testified that the Tenant had not paid for June 2011 as well.

The Tenant testified that he did not pay rent for May of 2011, as he had work done on the floor of the rental unit and used the money for that. He acknowledged he had not paid rent for June.

### Analysis

Based on the above, the evidence and testimony, and on a balance of probabilities, I find that the Landlord Company has the authority to act as the landlord under the Act in this matter.

I find I have no jurisdiction to make a determination in corporate shareholder disputes and leave that to the appropriate forum.

I find the Tenant has breached the Act by not paying rent when due. Under section 26 of the Act, the Tenant must pay rent when due, whether or not the Landlord is complying with the Act, tenancy agreement or the regulations, unless the Tenant has a right or an order under the Act to deduct or withhold rent. Here the Tenant had no order or authority under the Act to withhold rent.

Therefore, I find that the Notice is valid and should not be cancelled.

Having made that finding during the course of the hearing, I dismissed the Tenant's Application without leave to reapply and the Agent for the Landlord orally requested an order of possession.

Under section 55 of the Act, I must grant that request.

Therefore, I grant and issue an order of possession effective two days after service upon the Tenant. This order may be filed and enforced through the Supreme Court of British Columbia.

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 07, 2011.

---

Residential Tenancy Branch