



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, MNDC, MNR

### Introduction

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

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request to cancel a Notice to End Tenancy that was given for non-payment of rent and a request for a monetary order for \$6,500.00.

### Background and Evidence

The tenant was served a Notice to End Tenancy on August 1, 2011, for non-payment of rent in the amount of \$3950.00.

The tenant testified that:

- He had previously attempted to purchase this property and during that time had paid a substantial portion of the landlord's property taxes.
- The purchase of the property was not completed and therefore he later agreed to rent the property at \$800.00 per month.

- He believes that since he is already paid about \$4500.00 of the landlords property taxes he should be credited that amount towards his rent, and the Notice to End Tenancy should be cancelled.

The landlord testified that:

- First of all any monies paid during the attempted purchase of the property has nothing to do with the rental of the property.
- Secondly the tenant has provided no evidence to show how much he had paid towards property taxes at the time that he was attempting to purchase the property.
- The landlord therefore believes that the Notice to End Tenancy should be upheld and requests an Order of Possession be issued.

### Analysis

It is my decision that the landlord is correct, any monies that were paid at the time of the attempted purchase of the property are not related to the rental of the property, as the rental of the property occurred after the purchase agreement failed.

I have no authority to order the landlord to pay the tenant for any monies that were paid during the purchase attempt.

Further is also my finding that the landlord has shown that at the time that the Notice to End Tenancy was given there was \$3950.00 in rent outstanding and therefore I will not set aside the Notice to End Tenancy.

Conclusion

The tenant's application is dismissed in full without leave to reapply, and I have issued an Order of Possession to the landlord that is enforceable two 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: September 07, 2011.

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Residential Tenancy Branch