



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, CNC, FF

Introduction

Some documentary evidence, photo evidence, and written arguments has 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 Notices to End Tenancy that were given for non-payment of rent and a request for recovery of the \$50.00 filing fee.

Background and Evidence

The landlord testified that:

- The tenant put a stop payment on his \$3600.00 February 2012 rent cheque.
- The tenant has also failed to pay \$800.00 rent from December 2011.
- Therefore on February 7, 2012 a 10 day Notice to End Tenancy for non-payment of rent was posted on the tenant's door.
- To date none of that outstanding rent has been paid nor has the tenant complied with the Notice to End Tenancy.
- They are therefore requesting that the Notice to End Tenancy be upheld and that Order of Possession be issued for March 15, 2012.

The tenant testified that:

- He put a stop payment on the rent cheque, because the headboard that the landlord was ordered to supply in a previous dispute resolution hearing was attached to the wall above a baseboard heater and therefore the bed could not be pushed against the headboard due to a safety concern.
- Had the landlord supplied a proper headboard he would not have withheld the rent.
- He does not want this tenancy to end and therefore is willing to pay \$3400.00 rent for the month of February 2012 and is also willing to pay the full March 2012 rent when it comes due.
- He was somewhat confused as to how much rent he must pay because the landlord had served them with three different 10 day notices to end tenancy, one that stated \$3600.00, one that stated \$800.00, and then a third that stated \$4400.00.

In response to the tenant's testimony the landlord testified that:

- The tenant never informed them that he was unhappy with the headboard he simply put a stop payment on the rent cheque.
- There should have been no confusion as to how much rent was due; because he informed the tenant when he gave him the notice stating \$4400.00 was due that he was withdrawing the two previous notices.

Analysis

It is my finding that the tenant has withheld rent without the authority to do so and thereby has put his tenancy in jeopardy.

Further is my finding that the landlord has shown that there is \$4400.00 in rent outstanding. The tenant was given a previous rent reduction however at that time there was still \$800.00 outstanding which has never been paid.

Further, rent for February 2012 is \$3600.00, because the landlord has complied with the order to supply the tenant with a headboard and side tables and therefore the tenant may no longer deduct the \$200.00 ordered in a previous hearing.

Therefore it is my decision that I will not set aside the Notice to End Tenancy and this tenancy ends pursuant to that notice.

Conclusion

The tenant's application to cancel the notices to end tenancy is dismissed without leave to reapply, and I have issued an order of possession to the landlord for 1:00 p.m. on March 15, 2012.

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: February 23, 2012.

Residential Tenancy Branch