



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, LRE, MNDC, OLC

Introduction

Some documentary evidence, photo 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 an application to cancel a Notice to End Tenancy that was given for unpaid rent, a request for a monetary order in the amount of \$1000.00, a request for an order for the landlord to comply with the Residential Tenancy Act, and a request to suspend or set conditions on the landlord's right of entry.

Background and Evidence

The landlord testified that:

- The tenant has failed to pay the March 2012 rent in the amount of \$650.00 and therefore on March 5, 2012 he personally served the tenant with a 10 day Notice to End Tenancy for non-payment of rent.

- The tenant has still not paid any of the outstanding rent and therefore he is requesting an Order of Possession for as soon as possible.

The applicant testified that:

- He has not paid the rent because he does not intend to stay for the full month and therefore withheld the rent.
- Also if he is being forced to move, he believes the landlord should pay his moving costs, and therefore he is requested \$1000.00 to cover those costs.

Analysis

A tenant does not have the right to withhold the rent without first receiving an order from a Dispute Resolution Officer allowing him to do so, and if the tenant does withhold the rent the tenant is putting their tenancy in jeopardy.

In this case the tenant did not have an order from a Dispute Resolution Officer allowing him to withhold the rent and therefore he did not have the right to do so.

Therefore since the tenant withheld the rent without the authority to do so I am not willing to set aside the Notice to End Tenancy and at the request of the landlord I will be issuing an Order of Possession.

Further if a tenant is evicted for non-payment of rent there is no requirement under the Act for the landlord to pay the tenants moving expenses, and therefore I disallow the tenants claim for moving expenses.

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.

I further order that the applicant pay the filing fee of \$50.00, which was previously waived, to the director of the Residential Tenancy Branch.

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: March 21, 2012.

Residential Tenancy Branch