



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR MNR

### Introduction

Some documentary 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 for an Order of Possession based on a Notice to End Tenancy for non-payment of rent and a request for a monetary order for \$120.00 in outstanding rent.

### Background and Evidence

The applicant testified that:

- The tenant failed to pay the rent of \$800.00 on May 1, 2012 and therefore on May 10, 2012 a 10 day Notice to End Tenancy was posted on the tenant's door.
- The tenant has failed to comply with that notice and has failed to pay the full outstanding rent.
- The tenant paid \$400.00 on May 12, 2012 and a further \$280.00 on May 18, 2012, however this money was accepted for use and occupancy only and the tenant was informed that he still is pursuing the end of tenancy.
- At this time there is still \$120.00 outstanding for the month of May 2012, and now the full June 2012 rent of \$800.00 is also outstanding.

The respondent testified that:

- He did receive the Notice to End Tenancy on May 10, 2012 and has not filed a dispute of that notice.
- He has not paid the full amount of rent for the month of May 2012 because he believes the landlord owes him money.
- At this point he is not filed for dispute resolution to claim a monetary claim against the landlord.

### Analysis

When a tenant receives a 10 day Notice to End Tenancy he has five days to either pay the full outstanding rent and void the notice, or apply for dispute resolution to dispute the Notice to End Tenancy, and if a tenant fails to do so the tenant is conclusively deemed to have accepted the end of the tenancy.

In this case the tenant did not pay the full outstanding rent, nor did the tenant apply for dispute resolution and therefore it is my decision that the tenant has accepted the end of the tenancy.

I therefore allow the landlords request for an Order of Possession.

Further since the tenant admits he has not paid the full outstanding rent I also allow the landlords claim that outstanding rent. A tenant cannot withhold money from the rent without first getting an order from a Dispute Resolution Officer allowing him to do so, or without getting the landlords permission. In this case the tenant got neither

### Conclusion

I have issued an Order of Possession that is enforceable two days after service on the tenant and I have issued a monetary order in the amount of \$120.00.

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 13, 2012.

---

Residential Tenancy Branch