



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, ERP, MNDC, O, OLC, PSF, RP

### Introduction

A substantial amount of 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

First of all it is my decision that I will not deal with all the issues that the applicant has put on the application. For claims to be combined on an application they must related.

Not all the claims on this application are sufficiently related to the main issue to be dealt with together.

I therefore will deal with the request to cancel a notice to end tenancy, and I dismiss the remaining claims with liberty to re-apply.

### Background and Evidence

On January 27, 2013 the landlords served the tenant with a one month Notice to End Tenancy for cause.

The reasons given on the notice to end tenancy were:

- The tenant is repeatedly late paying rent.

- Tenant or person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.
- Tenant has assigned or sublet the rental unit/site without landlord's written consent.

I dealt with first with the claim of repeatedly late paying rent.

The landlords testified that:

- The tenant has not paid the full rent for the past seven months.
- For the months of September 2012 through January 2013, the rent was short by \$150.00 per month.
- For February 2013 the rent was short \$550.00.
- For March 2013 no rent at all has been paid.
- They are therefore requesting that the Notice to End Tenancy be upheld, and an Order of Possession be issued for as soon as possible.

The tenant testified that:

- She took it upon herself to deduct \$50.00 per month off the rent because the dryer in the rental unit was not working properly.
- She also took in a sub-tenant who was paying the rent directly to the landlords, and was unaware that the sub-tenant was not paying the full rent.
- Her sub-tenant moved out and did not pay any rent for the month of February 2013.
- She did not pay the March 2013 rent yet, as she was informed by someone at the Residential Tenancy Branch to not pay the rent. She subsequently found out that this advice was incorrect and that she should have paid the rent.

### Analysis

If the full rent is repeatedly not paid on time each month the landlord has the right to give a notice to end tenancy for repeatedly rent payment.

In this case the tenant has admitted that she unilaterally deducted money from the rent for five months prior to receiving the notice to end tenancy.

Therefore since the tenant did not have any authority to deduct money from the rent, the rent is considered to have been late at least five times, and therefore the landlord does have the right to end the tenancy for repeated late rent payments.

I will not be setting aside the Notice to End Tenancy.

Having upheld the Notice to End Tenancy for repeated late rent there is no need for me to deal with the other reasons given on the notice.

Conclusion

The tenant's application to cancel a Notice to End Tenancy is dismissed and I have issued an Order of Possession to the landlord's that is enforceable two days after service on the tenant.

No order for repairs or order for the landlord to provide services or facilities will be considered as this tenancy as ending.

As stated previously the monetary portion of this claim is dismissed with leave to reapply.

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 04, 2013

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Residential Tenancy Branch

