



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR, MNR, FF

### Introduction

This matter originally dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. A hearing was conducted on April 29, 2013 whereby the landlord was successful in his claim. The tenant did not participate in the original hearing and filed an application for review consideration. The tenant was successful in having the original decision and orders suspended pending a review hearing. Both parties participated in the conference call hearing today and the review hearing proceeded. Both parties gave affirmed evidence.

### Issues to be Decided

Should the original decision and order be set aside or confirmed?

### Background and Evidence

The landlord gave the following testimony:

The tenancy began on or about December 1, 2012 and ended on May 7, 2013. Rent in the amount of \$2700.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$1350.00. The tenant failed to pay rent in the month(s) of January and on January 17, 2013 the landlord served the tenant with a notice to end tenancy. The tenant further failed to pay rent in the month(s) of February 2013- May 2013.

The tenant gave the following testimony:

The tenant acknowledges that she has not paid rent for those months but feels justified in doing so. The tenant stated that the owner of the property reduced the rent to \$1500.00 per month. .In addition, the tenant stated a long list of deficiencies on the property that she alleges that she paid to have repaired or replaced. The tenant feels that the amount owing is “zero”.

### Analysis

The tenant made reference to many expenses and issues she had with this landlord. It was explained to the tenant that this hearing would only address the issues of the original hearing and that both parties were at liberty to file a separate application for dispute resolution if they have any other issues that cannot be resolved. Both parties indicated that they understood.

I accept the landlord’s testimony and I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply for dispute resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. The tenant stated that she had entered into a “verbal contract” with the owner to reduce her rent however the landlords’ agent adamantly disputed that. The landlord provided documentary evidence to support his claim. The tenant did not provide any documentary evidence to dispute the landlords claim nor support hers.

Based on all of the above I confirm the original decision and orders.

### Conclusion

The original decision and orders of April 29, 2013 are confirmed.

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 17, 2013

---

Residential Tenancy Branch

