



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR OPR OLC RR

Introduction:

This was an application by the tenant to cancel a Notice to End the Tenancy for non-payment of rent dated May 9, 2013 and to order the landlord to repair the premises. Both parties were present at the hearing.

SERVICE:

I find that the Notice to End a Residential Tenancy was served on the Tenant on May 9, 2013. The landlord admitted service of the application for dispute resolution.

Issues: Is the tenant entitled to any relief?

Background and Evidence:

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. The tenant was on the way to an important function so said she had limited time to talk. First she said she owed no rent, and then she said that she did not give the landlord some of the rent that was due. She also said she had vacated but then said that some of her grandmother's items were still in the premises but she could have them all removed by Sunday June 16, 2013. She said she had a monetary claim against the landlord regarding her security deposit and other matters but she had not claimed it on her application and she had provided no evidence of this to the landlord or for the file today.

The landlord's representative said that their records show the tenant owes rent in the amounts of \$700 for April, \$1200 for May and \$1200 for June, 2013.

Analysis:

The Notice to End a Residential Tenancy is based on non-payment of rent. The *Residential Tenancy Act* permits a tenant to apply to have the Notice set aside where the tenant disputes that rent is owed or where the amount of rent that is unpaid is an amount the tenant is permitted under this Act to deduct from the rent. Although the tenant disputed the Notice in time, and she may have a potential monetary claim against the landlord, I find that none of her complaints constitute valid legal reasons to withhold her rent. Although she said at first that she owed no rent, I find her statements were inconsistent as she admitted later that she had not paid some of her rent.

Therefore, I dismiss her application to cancel the Notice to End the Tenancy but grant her leave to reapply for monetary compensation to which she feels entitled.

Section 55(1)(a) provides that the arbitrator must grant an order of possession of the rental unit if the landlord makes an oral request for an order of possession at a hearing where an arbitrator has dismissed the tenant's application pursuant to section 46 and has upheld the Notice. The landlord has made this request at the hearing. As a result I grant the landlord an Order for Possession effective June 17, 2013 as agreed by the tenant to allow time for her to remove her possessions. I make no finding on the actual amount of rent owed as insufficient evidence has been provided by the parties.

Conclusion:

I granted the landlord an Order for Possession effective June 17, 2013. I dismiss the tenant's application but give her leave to reapply for monetary compensation. No filing fee was involved.

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 11, 2013

Residential Tenancy Branch

