



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNDC, FF, O

Introduction

The landlord applies for an order of possession pursuant to a ten day Notice to End Tenancy for unpaid rent served August 19, 2013 and for a monetary award for unpaid rent up to and including rent for September 2013.

The tenant does not dispute that he received the Notice. He has not applied to dispute it and he has not paid the landlord any of the \$2800.00 in rent he agrees he owes.

The tenant says the landlord wrongfully sold his van ten years ago then again wrongfully sold another of the tenant's vans four years ago and just four or five months ago sold a car to his girlfriend with money he lent her.

As a residential tenancy arbitrator I do not have jurisdiction to assist in the resolution of a dispute between a tenant as car owner and a landlord as car salesman/mechanic. The proper forum for such matters is the Provincial Court, even when the parties are otherwise landlords and tenants.

In any event, the tenant's claims are not a defence. The *Residential Tenancy Act*, s. 26, provides that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with the *Act*, the regulations or the tenancy agreement.

By operation of s. 46 of the *Act* the ten day Notice has resulted in this tenancy ending on August 30, 2013 and the landlord is entitled to an order of possession.

I grant the landlord a monetary award of \$2800.00 as claimed, plus the \$50.00 filing fee. The landlord is not holding any deposit. There will be a monetary order against the tenant for the total of \$2850.00.

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: October 09, 2013

Residential Tenancy Branch

