



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Codes: CNR OP

Introduction:

This was an application by the tenant to cancel a Notice to End the Tenancy for non-payment of rent dated January 7, 2014. Both parties were present at the hearing and agreed that the Notice to End a Residential Tenancy was served by posting it on the door on January 7, 2014. The landlord admitted personal service of the application for dispute resolution.

Issues: Is the tenant entitled to any relief?

Background and Evidence:

The tenancy began on November 10, 2013 at a rent of \$575 monthly. The tenant paid a security deposit of \$287.50 on November 10, 2013. The landlord testified that the tenant failed to pay the rent for January 2014, the rent and other utility bills are still outstanding. However, the landlord does not request an Order for Possession as the tenant vacated on January 19, 2014.

The tenant agreed with the above facts but submitted some invoices for repairs that he said he did on the property. The landlord said the tenant had no permission to make any changes but he replaced some light fixtures with ones that he preferred and actually caused a hazard as he did not wire them properly.

Analysis:

The Notice to End a Residential Tenancy is based on non-payment of rent. The *Residential Tenancy Act* (the 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, he did not provide sufficient evidence that he had a valid reason to withhold his rent. I find the landlord's evidence credible that the tenant did not obtain permission for repairs and that they were not emergency repairs so the tenant had no authority under section 33 of the Act to withhold rent. Although the tenant has suffered financial setback, section 26 of the Act states that rent must be paid on time. I therefore dismiss his application to cancel the Notice to End the Tenancy. 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. However, the landlord does not request an Order for Possession as the tenant has vacated.

Conclusion:

I dismiss the tenant's application; the tenancy is at an end. 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: February 25, 2014.

Residential Tenancy Branch