



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MNDC, MNSD, FF

Introduction

This is an application filed by the Tenant for an order cancelling the notice to end tenancy issued for unpaid rent or utilities, a monetary claim for money owed or compensation for damage or loss, the return of all or part of the security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the notice of hearing package and the submitted documentary evidence, I am satisfied that both parties have been properly served.

At the beginning of the hearing it was clarified with both parties that the Tenant was withdrawing her application with regard to the monetary claim as it was determined to be premature as the tenancy was ongoing and the tenant has not yet incurred any expenses.

The Landlord stated during the hearing that he wished to end the tenancy and obtain an order of possession. On this basis, I find that a request from the Landlord was made to end the tenancy and obtain an order of possession.

Issue(s) to be Decided

Is the Tenant entitled to an order cancelling the notice to end tenancy?
Is the Landlord entitled to an order of possession?

Background and Evidence

This tenancy began on June 1, 2013 on a fixed term tenancy ending after 1 year as shown by the Landlord's submitted copy of the signed tenancy agreement. The monthly rent is \$1,150.00 payable on the 1st of each month and a security deposit of \$595.00 was paid.

Both parties agreed that the Tenant was served with a 10 day notice to end tenancy issued for unpaid rent dated March 6, 2014 in person with a witness on March 6, 2014.

The notice states that rent of \$1,190.00 was due on March 1, 2014 which was not paid. The Tenant confirmed in her direct testimony that rent was not paid as part of a dispute over the conditions of the rental unit. The Tenant states that she withheld the rent without permission of the Landlord and does not have an order authorizing her to withhold rent.

Analysis

Section 26 of the Residential Tenancy Act states,

Rules about payment and non-payment of rent

26 (1) A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

I find based upon the undisputed testimony of the Tenant that rent was not paid when due and that the Tenant did not have permission from the Landlord or an order authorizing her to withhold the rent. The Tenant's application to obtain an order cancelling the notice to end tenancy is dismissed. The Landlord as such is granted an order of possession. The Tenant must be served with the order of possession. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Conclusion

The Tenant's application is dismissed.
The Landlord is granted an order of possession.

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 18, 2014

Residential Tenancy Branch

