



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

This matter dealt with an application by the Tenant to cancel a Notice to End Tenancy for unpaid rent.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the “hearing package”) by personal delivery on or about May 14, 2014. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

Issues(s) to be Decided

1. Is the Tenant entitled to an order to cancel the Notice to End Tenancy for Unpaid Rent?

Background and Evidence

This tenancy started in late August or early September, 2010 as a month to month tenancy. Rent is \$775.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$350.00 in August, 2010.

The Landlord said he served the Tenant with a 10 Day Notice to End Tenancy for Unpaid Rent and Utilities dated May 12, 2014 for \$775.00 in unpaid rent. He served the Notice on May 12, 2014 by posting the Notice on the door of the Tenant’s rental unit. The Effective Vacancy date on the Notice is May 22, 2014. The Landlord said the Tenant has unpaid rent of \$775.00 for each month of May, June and July, 2014.

The Tenant said the Landlord is correct that he has unpaid rent for May, June and July in the total amount of \$2,325.00. The Tenant continued to say he has had some difficult times and as a result he has been unable to pay his rent. The Tenant said he thought he could do a payment schedule with the Landlord but it did not work out.

The Tenant said he understands there is unpaid rent and therefore he will be evicted.

Analysis

Section 26(1) says 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.

The Tenant does not have the right to withhold all or a portion of the rent from the Landlord when it is due therefore; I find the Tenant has not established grounds to be granted an order to cancel the Notice to End Tenancy. The Landlord's 10 Day Notice to End Tenancy for Unpaid rent dated May 12, 2014 stands in effect.

Conclusion

The Tenant's application to cancel the Notice to End Tenancy is dismissed without leave to reapply.

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: July 07, 2014

Residential Tenancy Branch