



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding THREE STAR MANAGEMENT LIMITED
and [tenant name suppressed to protect privacy]

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 registered mail on June 24, 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?

Background and Evidence

This tenancy started on August 15, 2013 as a 12 month fixed term tenancy. Rent is \$1,550.00 per month payable in advance of the 15th day of each month. The Tenant paid a security deposit of \$775.00 and a fob deposit of \$150.00 in advance of the tenancy.

The Landlord said he served the Tenant with a 10 Day Notice to End Tenancy for Unpaid Rent and Utilities dated June 10, 2014. He served the Notice by registered mail on June 8, 2014 for \$7,750.00 of unpaid rent. The Effective Vacancy date on the Notice was June 20, 2014.

The Landlord continued to say that the Tenant has additional unpaid rent of \$1,550.00 for each month of July and August, 2014 and there is \$49.00 in NSF charges that the Landlord had to pay his bank

The Tenant said he tried to contact the Landlord when his January, 2014 rent cheque was returned NSF and the Tenant said he became suspicious of who was collecting his rent when the Landlord did not communicate back to him. As a result of not being

contacted by the Landlord and not having an accurate total of unpaid rent the Tenant decided to stop paying the rent. As well the Tenant said the Landlord did not supply blinds for a room in the unit which the Landlord had agreed to at the start of the tenancy. For these reasons the Tenant said he stopped paying the rent.

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 dated June 10, 2014 stands in full 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: August 25, 2014

Residential Tenancy Branch

