



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: CNR OPR

### **Introduction:**

This was an application by the tenant to cancel a Notice to End the Tenancy for non-payment of rent dated June 10, 2014. Both parties were present at the hearing.

### **SERVICE:**

I find that the Notice to End a Residential Tenancy was served personally on the Tenant on June 10, 2014. The landlord admitted service of the application for dispute resolution. I find the documents were legally served pursuant to sections 88 and 89 of the Act.

**Issues:** Is the tenant entitled to any relief?

### **Background and Evidence:**

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. It is undisputed that the tenancy began on March 21, 2014. The current rent is \$450 a month. The tenant paid a security deposit of \$225 on March 21, 2014. He agrees he currently owes approximately \$650 to the landlord. The landlord testified that the tenant failed to pay the balance of \$50 for March rent, the balance of \$60 for May rent and \$102 owed for utilities. The tenant agreed he owed money for the television service.

The tenant testified he has had problems with the rent because he was awaiting payments from WCB which did not materialize. He said furthermore that he and some other tenants share common facilities and none of the others clean them. Also some lights need replacing. He has had to clean the kitchen and bathroom and he does not think he should work for nothing; he should get rent rebates for it. The landlord said he had been given some rebates for the work.

### **Analysis:**

The Notice to End a Residential Tenancy is based on non-payment of rent. The Residential Tenancy 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, none of his complaints constitute valid reasons to withhold his rent. Section 26 of the Act states that a tenant must pay rent on time whether or not the landlord fulfills his obligations under the Act.

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. The landlord has made this request at the hearing. As a result I granted the landlord an Order for Possession. After some mediation, the tenant promised to vacate the unit on August 31, 2014 and the landlord agreed to accept an Order of Possession effective August 31, 2014.

**Conclusion:**

I grant the landlord an Order for Possession effective August 31, 2014. The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement. I dismiss the tenant's application. 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: August 07, 2014

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Residential Tenancy Branch

