



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Century 21 Prudential Estates (RMD
and [tenant name suppressed to protect privacy])

DECISION

Dispute Codes MNDC, MNR, OPR

Introduction

This is an application for an Order of Possession based on a Notice to end Tenancy for nonpayment of rent, and a request for a Monetary Order for outstanding rent.

Issue(s) to be Decided

Has the applicant establish the right to an Order of Possession?

Has the applicant established a monetary claim against the respondent, and if so in what amount?

Background and Evidence

The parties agree that:

- This tenancy began on February 1, 2012 with a monthly rent is presently \$1700.00.

The applicant testified that:

- The tenant failed to pay the full June 2014 and July 2014 rent and therefore on July 15, 2014 he personally served the tenant of the 10 day Notice to end Tenancy for nonpayment of rent.

- The tenant has failed to comply with the Notice to end Tenancy, and has failed to pay any further rent.
- He is therefore requesting an Order of Possession for as soon as possible, and the Monetary Order as follows:

June 2014 rent outstanding	\$1500.00
July 2014 rent outstanding	\$1700.00
August 2014 rent outstanding	\$1700.00
September 2014 rent outstanding	\$1700.00
Total	\$6600.00

The respondent testified that:

- He does not dispute the request for an Order of Possession, as he has almost finished vacating the rental unit.
- There is a total of \$6600.00 in rent outstanding at this time, however he does not believe he should pay any outstanding rent, as there were numerous deficiencies with the rental unit.
- He has not, however, paid for any emergency repairs nor does he have an Order from an Arbitrator allowing him to make deductions from the rent.

Analysis

The tenant does not dispute the request for an Order of Possession and therefore I will issue an Order of Possession to the landlords.

I also allow the landlords claim outstanding rent, because the tenant did not have the right to unilaterally withhold any money from the rent without first getting an Order from an Arbitrator allowing him to do so.

The only time the tenant can withhold money from the rent is if he has paid for emergency repairs as defined by the Residential Tenancy Act, and the landlord has failed to reimburse him for those repairs, after receiving written request to do so. In this case the tenant has not paid for any emergency repairs.

Conclusion

I have issued an Order of Possession, pursuant to section 55 of the Residential Tenancy Act, which is enforceable two days after service on the tenant.

I have issued a Monetary Order, pursuant to section 67 of the Residential Tenancy Act, in the amount of \$6600.00.

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: September 24, 2014

Residential Tenancy Branch

