



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding VIEWPOINT DEVELOPMENTS LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “notice”) issued on December 8, 2014.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

### Issues to be Decided

Should the notice to end tenancy be cancelled?

### Background and Evidence

The parties agreed that the tenancy began on May 15, 2013. Rent in the amount of \$700.00 was payable on the first of each month. The tenants paid a security deposit of \$350.00.

The parties agreed that the tenants were served with a notice to end tenancy for unpaid rent, which the tenants acknowledged was received on December 12, 2014.

The tenant WF testified that she was employed by the landlord as a residential caretaker and her employment ended on November 17, 2014. The tenant stated that they have not paid any rent because she believes the landlord owes her wages from when she was an employee and she feels she is entitled to deduct that amount from the rent they owed. The tenant stated she has filed a complaint with employment standards branch.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Under 26(1) of the *Residential Tenancy Act* (the “Act”) 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 the Act to deduct all or a portion of the rent.

Although there may be a labour dispute between the parties, that dispute does not give the tenants the authority under the Act to withhold rent. At no time does a tenant have the right to withhold rent because they feel they are entitled or justified to do. A tenant may only deduct all or a portion of rent if they have the authority under the Act.

In this case, the tenants had no authority under Act, such as an order from an Arbitrator to deduct all or any portion of rent. I find the tenants have breached section 26 of the Act, when they failed to pay rent in accordance with their tenancy agreement.

As a result, I find the 10 Day Notice to End Tenancy for Unpaid Rent, issued on December 8, 2014, is a valid notice under the Act. Therefore, I find the tenancy legally ended on the effective vacancy date written in the notice, which was December 22, 2014.

As the tenants were not successful with their application, the tenants are not entitled to recover the filing fee from the landlord.

### Conclusion

The tenants’ application to cancel the notice to end tenancy is dismissed.

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: January 16, 2015

