



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Puppy Holdings Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      FF, MNR, OPR

### Introduction

This is an application for an Order of Possession based on a Notice to End Tenancy for nonpayment of rent, a request for a monetary order for \$4860.00, and a request for recovery of the \$50.00 filing fee.

A substantial amount of documentary evidence and written arguments has been submitted prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

Does the landlord have the right to an Order of Possession?

Has the landlord establish the monetary claim against the respondent's and if so in what amount?

### Background and Evidence

This tenancy began on October 1, 2009 and the present monthly rent is \$1410.00, due on first of each month.

On December 6, 2014 the landlord served the tenants with a 10 day Notice to End Tenancy for nonpayment of rent.

To date the tenants have not complied with that notice nor have they paid the outstanding rent.

As of today's date there is a total of \$4860.00 in outstanding rent.

The landlord is therefore requesting an Order of Possession for as soon as possible, a monetary order for the outstanding rent, and recovery of his \$50.00 filing fee.

The tenants stated that they do not dispute that there is \$4860.00 in rent outstanding however they stated that they are withholding the rent because the landlord has failed to do needed repairs in the rental unit.

### Analysis

The tenants do not have an Order allowing them to withhold any rent, nor have they applied for any repair orders to the rental unit.

The Residential Tenancy Act does not allow tenants to withhold rent unless they have done an allowable emergency repair, presented invoices to the landlord, and the landlord has refused to pay them. In this case the tenants have not done any emergency repairs; they have simply withheld the rent.

Therefore since the tenants did not have the right to withhold the rent, the landlord did have the right to end the tenancy, and since the landlord has served the tenants with a valid 10 day Notice to End Tenancy I allow the landlords request for an Order of Possession.

Further, I also allow the landlords request for the outstanding rent totaling \$4860.00 and recovery of the \$50 filing fee, for a total of \$4910.00.

### Conclusion

I have issued an Order of Possession that is enforceable two days after service on the tenants.

I have issued a monetary order in the amount of \$4910.00.

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: January 26, 2015

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Residential Tenancy Branch

