



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Vernon Management  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, CNR, MT

### Introduction

This is an application to cancel a Notice to End Tenancy that was given for cause, and to cancel a Notice to End Tenancy that was given for nonpayment of rent.

A substantial amount of documentary evidence and written arguments has been submitted by the parties 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

Whether to cancel or uphold a one month Notice to End Tenancy that was given for cause.

Whether to cancel or uphold a 10 day Notice to End Tenancy that was given for nonpayment of rent.

As the ten-day Notice to End Tenancy is the more urgent matter, I dealt with that Notice to End Tenancy first.

### Background and Evidence

On January 12, 2015 the landlord served the tenant with a 10 day Notice to End Tenancy for nonpayment of rent stating that at that time there was a total of \$597.50 in rent outstanding.

The tenant subsequently paid \$500.00 towards the outstanding rent and the landlord accepted that for use and occupancy only.

The landlord stated that they are still requesting an Order of Possession and request that the Notice to End Tenancy be upheld as there is still \$97.50 in rent outstanding.

The tenant stated that the landlord had agreed to allow her to deduct money for some electrical work that she had done in the rental unit, however the landlord has now gone back on that agreement.

The tenant further stated that she had given the landlord a copy of the invoice for that work; however the landlord ripped up the copy of the invoice.

The landlords stated that there had been a problem with one of the breakers at the rental unit, and he had told the tenant he would send an electrician over however before he was able to have an electrician attend, the tenant phoned him and said at a friend of hers had been able to reset the breaker and it had not gone off again. She further stated that she paid him by giving him a case of beer.

The landlord further stated that the tenant never supplied him with a copy of an invoice from electrician, and in fact only gave him a \$35.00 receipt for a case of beer, however he has no idea who used the beer or whether it was, in fact, ever given to anyone.

The landlord further stated that there is no evidence that the person that did this work was an actual electrician. He does not therefore believe that he should be expected to pay for a case of beer.

### Analysis

The tenant does not deny that there is some rent outstanding; however she claims that she had some electrical work done and presented an invoice to the landlord. The tenant however has provided no evidence in support of her claim of either having had electrical work done, or of having presented an invoice for electrical work to the landlord.

The landlord does admit to having received a copy of an invoice for case of beer, however I agree with the landlord that there is no way of knowing who this case of beer was purchased for, or whether or not it was just an invoice from a case of beer purchased for the tenant's own consumption.

Therefore it is my finding that there is still \$97.50 in rent outstanding.

Section 46 of the Residential Tenancy Act states:

**46** (1) A landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end the tenancy effective on a date that is not earlier than 10 days after the date the tenant receives the notice.

Therefore it is my decision that, since there is still \$97.50 in rent outstanding, and the portion of the outstanding rent which was paid was accepted for use and occupancy only, I will not set aside the Notice to End Tenancy.

Section 55(1) of the Residential Tenancy Act states:

**55** (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant an order of possession of the rental unit to the landlord if, at the time scheduled for the hearing,

- (a) the landlord makes an oral request for an order of possession, and
- (b) the director dismisses the tenant's application or upholds the landlord's notice.

Therefore since the landlord has made an oral request for an Order of Possession, I will be issuing an Order of Possession to the landlord.

This tenancy ends pursuant to the ten-day Notice to End Tenancy, and therefore there is no need for me to make a finding on the relevance of the one-month Notice to End Tenancy.

### Conclusion

The tenants request to cancel a 10 day Notice to End Tenancy is dismissed and I have issued an Order of Possession to the landlord for 1:00 p.m. on January 31, 2015.

As stated above, I make no finding on the one-month Notice to End Tenancy, as this tenancy is ending pursuant to the ten-day Notice to End Tenancy.

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 29, 2015

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Residential Tenancy Branch

