



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Navial Vista Rockwell Management  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, MNDC, OLC, ERP, PSF, LAT, O

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the tenant and an agent for the landlord.

Residential Tenancy Branch Rule of Procedure 2.3 states that claims made in an Application for Dispute Resolution must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

It is my determination that the priority claim regarding the 10 Day Notice to End Tenancy for Unpaid Rent and the continuation of this tenancy is not sufficiently related to the tenant's claim for compensation; to have the landlord make emergency repairs; to have the landlord provide services and facilities required by law; an order to allow the tenant to change locks to the rental unit. The parties were given a priority hearing date in order to address the question of the validity of the Notice to End Tenancy.

The tenant's other claims are unrelated in that the basis for them rest largely on other facts not germane to the question of whether there are facts which establish the grounds for ending this tenancy as set out in the 10 Day Notice. I exercise my discretion to dismiss the tenant's claim for compensation; to have the landlord make emergency repairs; to have the landlord provide services and facilities required by law; an order to allow the tenant to change locks to the rental unit. I grant the tenant leave to re-apply for these claims.

During the hearing the landlord did not request an order of possession should the tenant be unsuccessful in his Application for Dispute Resolution.

### Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to cancel a 10 Day Notice to End Tenancy for Unpaid Rent, pursuant to Section 46 of the *Residential Tenancy Act* (Act).

### Background and Evidence

The tenant submitted into evidence the following documents:

- A copy of a tenancy agreement signed by both parties on May 31, 2014 for a 1 year fixed term tenancy for rent in the amount of \$750.00 due on the 1<sup>st</sup> of each month with a security deposit of \$375.00 paid. I note the tenancy agreement lists a male and a female tenant; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent issued on January 12, 2015 with an effective vacancy date of January 22, 2015 due to \$4,116.24 in unpaid rent.

The tenant landlord submits that she has received rent from the male tenant in the amount of \$228.71 in June of 2014 and in the amount of \$1,125.00 from the tenant's roommate for the months of June, July, and August 2014 and no other rental payments from either of the tenants since.

The tenant submits that he did not pay rent after June 2014 because the landlord did not issue a receipt for the rent paid for the month of June 2014 despite his payment being in cash. The tenant did not explain why his June rental payment was only \$228.71 when his portion of the rent was \$375.00.

### Analysis

Section 26(1) of the *Act* states that 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 the right under this *Act* to deduct all or a portion of the rent. Section 26(2) states a landlord must provide a tenant with a receipt for rent paid in cash.

While I accept the tenant's position that the landlord must provide him with a receipt when he pays his rent in cash, there is no provision anywhere in the *Act* that allows the tenant to withhold future rent payments if the landlord fails to provide a receipt.

Further Section 26(1) requires the tenant to pay rent when it is due despite the landlord's compliance with any part of the *Act*. As such, I find the tenant had no right under the *Act* to withhold any amount of rent when it became due under the tenancy agreement. I find from the testimony of both parties that the male tenant has paid no rent for the months of July, August, September, October, November, and December, 2014 or January and February 2015.

Even if the tenant had the right to withhold rent because the landlord did not issue receipts I also find that the tenant had not even paid the full rent for the month of June 2014 and as such that amount of rent remains as unpaid.

Section 46 of the *Act* states 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 on a date that is not earlier than 10 days after the date the tenant receives the notice. A notice under this section must comply with Section 52 of the *Act*.

As I have found that the tenant did not pay the full amount of rent for June 2014 and for any months since then I find the landlord was justified to issue the 10 Day Notice to End Tenancy for Unpaid Rent. I also find that since the tenant had no authority under the *Act* to withhold any rent amounts and continues to refuse to pay rent the Notice is effective and enforceable.

### Conclusion

Based on the above, I dismiss the tenant's Application for Dispute Resolution in its entirety.

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: February 04, 2015

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Residential Tenancy Branch

