



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR

### Introduction

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

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

### Issue(s) to be Decided

The issue is whether or not to uphold or cancel a Notice to End Tenancy that was given for nonpayment of rent.

### Background and Evidence

On March 6, 2015, the landlord served the tenant's with a 10 day Notice to End Tenancy for nonpayment of rent.

The landlord's agent testified that, as of today's date, there is still a total of \$2350.00 in rent outstanding, and therefore the landlords want this tenancy ended, and are requesting that an Order of Possession be issued.

The tenants testified that they withheld the rent because the landlord was not doing repairs that are required at the rental unit. They also admit that there is a total of \$2350.00 in rent outstanding.

### Analysis

There is nothing in the Residential Tenancy Act that allows tenants to withhold rent to try and force the landlord to do repairs.

Section 33(3) of the Residential Tenancy Act states that tenants may deduct the cost of emergency repairs, that they have paid for, from rent owed, but only in certain circumstances, and only if the tenants have supplied the landlord with copies of invoices for those emergency repairs and the landlord has failed to pay the invoices.

Emergency repairs are defined under section 33 as follows:

- 33** (1) In this section, "**emergency repairs**" means repairs that are
- (a) urgent,
  - (b) necessary for the health or safety of anyone or for the preservation or use of residential property, and
  - (c) made for the purpose of repairing
    - (i) major leaks in pipes or the roof,
    - (ii) damaged or blocked water or sewer pipes or plumbing fixtures,
    - (iii) the primary heating system,
    - (iv) damaged or defective locks that give access to a rental unit,
    - (v) the electrical systems, or
    - (vi) in prescribed circumstances, a rental unit or residential property.

In this case there is no evidence to show that the tenants have paid for any emergency repairs, and therefore they did not have the right to withhold rent.

Therefore since both sides agree that at this time there is a total of \$2350.00 in rent outstanding, I will not cancel the Notice to End Tenancy and I allow the landlord's request for an Order of Possession.

### Conclusion

This application to cancel a Notice to End Tenancy is dismissed without leave to reapply, and I have issued an Order of Possession to the landlords that is enforceable two days after service on the tenants.

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: April 20, 2015

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Residential Tenancy Branch

