



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

This matter dealt with an application by the Tenant to cancel a Notice to End Tenancy for unpaid rent.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the “hearing package”) by personal delivery on June 10, 2015. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

Issues(s) to be Decided

1. Is the Tenant entitled to an order to cancel the Notice to End Tenancy?

Background and Evidence

This tenancy started on November 1, 2012 as a month to month tenancy. Rent is \$715.50 per month payable in advance of the 1st day of each month. The Tenant said he did work in lieu of paying a security deposit valued at \$350.00 and the Landlord said the work done by the Tenant was for rent and no security deposit was paid.

The Landlord said he served the Tenant with a 10 Day Notice to End Tenancy for Unpaid Rent and Utilities dated June 4, 2015. He served the Notice on June 4, 2015 by personal delivery to the Tenant. The Effective Vacancy date on the Notice is June 14, 2015.

The Landlord continued to say that the Tenant has unpaid rent of \$700.00 for June, 2015, \$715.50 for July, 2015 (that includes an annual rent increase) and the Landlord said there is about \$800.00 in unpaid utilities.

The Tenant said he paid the June, 2015 rent but the July, 2015 rent is unpaid because he is moving out and he was told not to pay the July, 2015 rent if the tenancy was

ending. The Tenant continued to say that the Landlord has not shown him the utility bills so he thought that the \$50.00 a month he agreed to pay for utilities covered his share of the utility costs. The Tenant agreed there is unpaid rent.

Both parties made comments that they may make additional applications for monetary claims.

Analysis

Section 26(1) says 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 this Act to deduct all or a portion of the rent.

The Tenant does not have the right to withhold all or a portion of the rent from the Landlord when it is due. As the Tenant and the Landlord both agree there is unpaid rent; I find the Tenant has not established grounds to be granted an order to cancel the Notice to End Tenancy. The Landlord's 10 Day Notice to End Tenancy dated June 4, 2015 stands in full effect.

Conclusion

The Tenant's application to cancel the Notice to End Tenancy is dismissed without leave to reapply.

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: July 29, 2015

Residential Tenancy Branch

