



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes          CNR, RR

### Introduction

This hearing dealt with an application by the tenant seeking to have a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities set aside, an order to allow the tenant to reduce the rent for repairs, services or facilities agreed upon but not provided. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

### Issues to be Decided

Is the tenant entitled to have the notice to end tenancy set aside?

Is the tenant entitled to rent reduction?

### Background and Evidence

The landlord gave the following testimony:

The tenancy began on or about “18 months ago”. Rent in the amount of \$1100.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$550.00. The tenant failed to pay rent in the month(s) of July and July 24, 2015 the landlord served the tenant with a notice to end tenancy. The tenant further failed to pay rent in the month(s) of August. The landlord stated that he did not authorize or agree to allow the tenant to conduct any repairs or to withhold rent. The landlord stated that he is requesting an order of possession.

The tenant gave the following testimony:

The tenant stated that due to a “severe mold issue” he conducted emergency repairs. The tenant stated that the landlord “owes me eight grand”. The tenant stated that they had a verbal agreement. The tenant stated that he requests a rent reduction for the \$8000.00.

Analysis

I accept the landlord's testimony and I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice and although he did apply for dispute resolution to dispute the notice he did not provide sufficient evidence to have the notice set aside. Based on the above facts I find that the landlord is entitled to an order of possession. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court. The Ten Day Notice to End Tenancy for Unpaid Rent is of full effect and force. The tenancy is terminated.

The tenant stated that he withheld the rent due to a mold issue but did not provide any evidence to support that claim i.e. pictures, video, or receipts for materials that he alleges he replaced or repaired. As the tenant has not provided sufficient evidence to support his claim I dismiss his request for a rent reduction.

Conclusion

The landlord is granted an order of possession. The tenancy is terminated.

The tenants application is dismissed 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: August 27, 2015

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Residential Tenancy Branch

