



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

This hearing dealt with an application by the tenant seeking to have a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities set aside. Both parties participated in the conference call hearing. 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?

Background and Evidence

The landlord gave the following testimony. The tenancy began on or about January 1, 2015. Rent in the amount of \$1350.00 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 \$675.00. The tenant failed to pay rent in the month(s) of January and January 11, 2016 the landlord served the tenant with a notice to end tenancy. The tenant further failed to pay rent in the month(s) of February. The landlord stated that the tenant was permitted to withhold the September rent for repairs the tenant conducted at the landlords' request. The landlord stated that there have been no further repairs or agreements to allow the tenant to withhold any rent. The landlord requests an order of possession.

The tenant gave the following testimony. The tenant stated he had to conduct emergency roof repairs at Christmas time that required him to spend over \$3500.00. The tenant stated that the landlord agreed he could withhold rent.

Analysis

The tenant did not submit any documentation to support his claim that he made emergency repairs such as photos, receipts or a written contract with the landlord. The tenant did not dispute that he had not paid the rent for the past two months. 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 although the tenant did apply for dispute resolution to dispute the notice the tenant has not provided any justification to have it 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.

Conclusion

The landlord is granted an order of possession. The tenants application is dismissed.

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 11, 2016

