



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, CNE, CNR, MNDC, DRI, OLC, FF

### Introduction

This hearing dealt with two Applications for Dispute Resolution by the tenant filed under the Residential Tenancy Act (the “Act”); to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “Notice”) issued on October 13, 2016; to cancel a 1 Month Notice to End Tenancy for Cause (the “1 Month Notice”); to dispute an additional rent increase; to have the landlord comply with the Act; and for a monetary order for money owed or compensation for damage or loss under the Act.

Both parties appeared, gave testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to relevant facts and issues in this decision.

### Preliminary and procedural matter

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the tenant indicated several matters of dispute on the Applications for Dispute Resolution, the most urgent of which is the application to set aside the Notice to End Tenancy. I find that not all the claims on these Applications for Dispute Resolution are sufficiently related to be determined during these proceedings. I will, therefore, only consider the tenant’s request to set aside the Notices to End Tenancy. The balances of the tenant’s applications are dismissed with leave to reapply.

### Issues to be Decided

Should the Notice be cancelled?

Should the 1 Month Notice be cancelled?

### Background and Evidence

The tenant testified that they received the Notice on October 13, 2016. The tenant stated that they do not agree with the amount stated in the Notice that the amount of \$68.45 was overdue. The tenant stated that they only owed the amount of \$25.00. The tenant stated they did not pay the outstanding rent because the landlord would not give them a receipt for rent.

The landlord testified that they always gave the tenant a receipt; however, recently they started to write on the receipts that it was a “partial payment”. The landlord stated that the tenant would not accept any receipts with this written on it.

The landlord stated the tenant was attempting to bully them.

When I questioned the tenant on the issue of refusing receipts from the landlord the tenant was evasive. The tenant stated the landlord scribbled something on it.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Rules about payment and non-payment of rent are defined in Part 2 of the Act.

Rules about payment and non-payment of rent

26 (1) 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.

How to end a tenancy is defined in Part 4 of the Act.

Landlord's notice: non-payment of rent

46 (1) 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 effective on a date that is not earlier than 10 days after the date the tenant receives the notice.

...

(4) Within 5 days after receiving a notice under this section, the tenant may

(a) pay the overdue rent, in which case the notice has no effect, or

(b) dispute the notice by making an application for dispute resolution.

Under the legislation the tenant may dispute the Notice for specific reasons, such as they have proof that their rent was paid or that the tenant had the right under the Act to deduct all or a portion from their rent, such as an order from an Arbitrator.

Although the tenant filed an application for dispute resolution within the time limit permitted under the Act, I find the tenant's application had no merit as the tenant admitted the overdue rent of \$25.00 was not paid.

Further, I do not find the tenant credible on the issue of rent receipts. The tenant cannot instruct the landlord, what is or is not appropriate to write on the receipts simply because they don't like the wording partial payment. Further, even if I accept the tenant's version that the landlord would not issue a receipt, which I do not, the tenant must pay rent whether or not the landlord breaches the Act.

Therefore, I dismiss the tenant's application to cancel the Notice.

As, I have found the tenancy has legally ended based on the Notice. I find it not necessary to consider the merits of the 1 Month Notice.

As the tenant's application is dismissed, I must grant the landlord an order of possession pursuant to section 55 of the Act.

I find that the landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective **two days** after service on the tenant. This order may be filed in the

Supreme Court and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

Conclusion

The tenant's application is dismissed. The landlord is granted an order of possession.

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: December 08, 2016

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Residential Tenancy Branch

