



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: CNR OPR ERP RP MNDC RR OLC

### **Introduction:**

The tenant/applicant did not attend the hearing. After waiting 10 minutes, the hearing proceeded in his absence. The landlord attended the hearing and gave sworn testimony. The landlord said they served the tenant with a 10 Day Notice to End the Tenancy for non-payment of rent and the tenant served them with this Application for Dispute. The tenant applies pursuant to *The Residential Tenancy Act* (the Act):

- a) to cancel the Notice to End Tenancy;
- b) To obtain orders that the landlord do repairs;
- c) To obtain a rent refund for repairs not done and compensation for his suffering with bed bug bites.

**Issues:** Is the tenant entitled to any relief?

### **Background and Evidence:**

Only the landlord attended the hearing and was given opportunity to be heard, to provide evidence and to make submissions. The Notice to End Tenancy received on June 3, 2017 was for unpaid rent. Rent is \$625 a month and the landlord said the tenant owes in excess of \$1000 but said he had the right to delay payment until the hearing today. The tenant paid a security deposit of \$312.50 which the landlord said he had requested to be applied to past due rent.

The tenant applied to cancel the Notice to End Tenancy but also for orders to repair and to obtain compensation for suffering from bed bug bites. The landlord said all his allegations are false and he just wanted to avoid paying his rent. If the tenant is unsuccessful in this hearing, the landlord requested an Order for Possession as the tenant is still in residence.

### **Analysis:**

The Notice to End a Residential Tenancy is based on non-payment of rent. The Residential Tenancy Act permits a tenant to apply to have the Notice set aside where the tenant disputes that rent is owed or where the amount of rent that is unpaid is an

amount the tenant is permitted under this Act to deduct from the rent. Although the tenant disputed the Notice in time, I find none of his complaints constitute valid reasons to withhold his rent. Section 26 of the Act provides that a tenant must pay his rent on time whether or not the landlord fulfills their obligations under the Act. The only exception is if the tenant has a right under the Act to deduct all or a portion of his rent, (for example under section 33 of the Act if he paid for emergency repairs). I find insufficient evidence that the tenant paid for any emergency repairs or had any other right to withhold rent. I therefore dismiss his application to cancel the Notice to End the Tenancy. Section 55(1) (a) provides that the arbitrator must grant an order of possession of the rental unit at a hearing where an arbitrator has dismissed the tenant's application pursuant to section 46 and has upheld the Notice. I grant the landlord an Order for Possession effective two days from service.

In respect to the tenant's other requests for orders to repair and compensation for repairs not done and his suffering with bed bug bites, I find insufficient evidence to support his allegations. I find the landlord's evidence credible that all his allegations are untrue and just a means of delay to avoid paying his rent. I therefore dismiss his application.

**Conclusion:**

I dismiss the Application of the tenant in its entirety without leave to reapply; no filing fee was paid. I find the landlord entitled to an Order of Possession effective two days from service. The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

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 25, 2017

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Residential Tenancy Branch