



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNC; CNR; LRE; MNDC; OLC

Introduction

This is the Tenant's Application for Dispute Resolution seeking to cancel a Notice to End Tenancy for Cause and a Notice to End Tenancy for Unpaid Rent; for an Order restricting or suspending the Landlord's right to access the rental unit; compensation for damage or loss under the Act, regulation or tenancy agreement; and an Order that the Landlord comply with the Act, regulation or tenancy agreement.

Both parties attended the hearing and gave affirmed testimony.

At the outset of the Hearing, it was determined that the Landlord did not issue a Notice to End Tenancy for Cause and therefore this portion of the Tenant's Application was dismissed.

The Landlord believed that she had made a cross application seeking a monetary award for unpaid rent; however, no such application was made. The Landlord mistook providing evidence to the Residential Tenancy Branch for making an application. I explained to the parties that the Landlord is at liberty to make such an application if she chooses to do so.

Rule 2.3 of the Rules of Procedure provides that claims made on the same Application for Dispute Resolution must be sufficiently related to each other. In this case, I find that the Tenant's monetary claim is not sufficiently related to his application to cancel the Notice to End Tenancy. Therefore, this portion of his Application is dismissed with leave to reapply.

Issue(s) to be Decided

Is the Notice to End Tenancy for Unpaid Rent issued October 2, 2017 (the "Notice"), a valid notice to end the tenancy?

Background and Evidence

The Landlord provided a copy of the tenancy agreement signed August 3, 2017, in evidence. This tenancy began on September 1, 2017. Monthly rent is \$950.00, due on the first day of each month.

The Tenant acknowledged that he received the Notice on October 2, 2017. He stated that he did not pay rent for the month of October or for the month of November because he is unemployed.

Analysis

Section 26 of the Act requires a tenant to 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. In this case, the Tenant identified no right under the Act to withhold payment of rent.

I find that the Notice is a valid notice to end the tenancy. The Tenant's application to cancel the Notice is dismissed.

I find that the tenancy ended on October 12, 2017, and that the Tenant is overholding. Pursuant to the provisions of Section 55 of the Act, the Landlord is hereby provided with an Order of Possession.

The tenancy is over and therefore I dismiss the Tenant's application for an Order limiting or suspending the Landlord's right to access the rental unit.

Conclusion

The Landlord is hereby provided with an Order of Possession **effective 2 days after service of the Order upon the Tenant**. This Order may be enforced in the Supreme Court of British Columbia.

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: November 26, 2017

Residential Tenancy Branch