



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GEORGIA KONTZAMANIS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, FF

Introduction

This matter dealt with an application by the Landlord to end a tenancy, for an Order of Possession and to recover the filing fee for this proceeding.

The Landlord said she served the Tenant with the Application and Notice of Hearing (the “hearing package”) by registered mail on December 12, 2018. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord’s hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

Issues(s) to be Decided

1. Does the Landlord have grounds to end the tenancy?

Background and Evidence

This tenancy started in 2015 as a month to month tenancy. Rent is \$500.00 per month payable on the 1st day of each month. The Tenant paid a security deposit of \$250.00 at the start of the tenancy.

The Landlord said that the Tenant has unpaid rent of \$500.00 for each month of December 2018 and January 2019. The Landlord said the Tenant did not pay these amounts when they were due so the Landlord personally delivered a 10 day Notice to End Tenancy for Unpaid Rent or Utilities dated December 1, 2018 to the Tenant on December 2, 2018. The Landlord continued to say that she wants to end the tenancy as soon as possible and the Landlord requested an Order of Possession. The Landlord also requested to recover the filing fee of \$100.00 if her application is successful.

The Tenant said this is a furnished unit and he requested a new bed be supplied by the Landlord as the old one was uncomfortable and in poor condition. The Tenant said when the Landlord refused to supply a new bed he withheld the December 2018 rent. As well the Tenant said the Landlord has not accepted the January 2019 rent as of yet. The Tenant said he is willing to pay all the unpaid rent if the Landlord gives him a new bed.

Further the Tenant said he has requested the Landlord to paint his unit and replace the carpet as it is very old and to repair the tiles in the bathroom. The Tenant said the Landlord has not repaired any of his requests.

The Landlord said she has given the Tenant 5 or 6 beds and she will not supply another bed. The Landlord told the Tenant if he buys a bed then he can take it away when the tenancy ends. The Landlord said the Tenant has not paid the rent and she wants to end the tenancy as soon as possible.

The Tenant said this is about a bed and he does not want to end the tenancy. The Tenant said he would pay all the unpaid rent to continue the tenancy.

The Landlord said she wants to end the tenancy.

Analysis

Section 46 of the Act states that within 5 days of receiving A Notice to End Tenancy for Unpaid Rent or Utilities, a Tenant must either pay the overdue rent or apply for dispute resolution.

The Tenant was served the Notice to End Tenancy by personal delivery on December 2, 2018. Consequently, the Tenant would have had to pay the amount stated on the Notice or apply to dispute that amount no later than December 7, 2018. The Tenant did not pay the unpaid rent and did not apply for dispute resolution; therefore the Notice to End Tenancy is valid.

Section 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 the right under this Act to deduct all or a portion of the rent.

The Tenant does not have the right to withhold all or a portion of the rent from the Landlord when it is due. The Landlord's 10 Day Notice to End Tenancy dated

December 2, 2018 stands in effect and consequently, I find pursuant to s. 55(2)(b) of the Act that the Landlord is entitled to an Order of Possession to take effect two days after service of the Order upon the Tenant.

As the Landlord has been successful in this matter, she is also entitled to recover from the Tenant the \$100.00 filing fee for this proceeding. I order the Landlord pursuant to s. 67 and s. 72 of the Act to keep \$100.00 from the Tenant's security to recover the filing fee.

Conclusion

An Order of Possession effective two days after service of it on the Tenant has been issued to the Landlord. A copy of the Order must be served on the Tenant in accordance with the Act: the Order of Possession and 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: January 14, 2019

Residential Tenancy Branch