



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, FF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the tenant and the landlord's agent.

The landlord's agent did not verbally request an order of possession during the hearing.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled cancel a 10 Day Notice to End Tenancy for Unpaid Rent and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 46, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The parties agree the tenancy began in July 2008 as a 1 year fixed term tenancy that converted to a month to month tenancy for a current monthly rent of \$600.00 due on the 1st of the month with a security deposit of \$300.00 was paid.

The tenant submitted a copy of a 10 Day Notice to End Tenancy for Unpaid Rent dated December 7, 2011 citing the tenant had failed pay rent in the amount of \$600.00.

The tenant testified that she had not paid the rent because of several incidents in the building that the landlord is failing to deal with and as a result she may require money to post bail in the near future.

The landlord's agent testified that he is willing to continue the tenancy should the tenant pay rent by the end of business today.

Analysis

Section 26 of the *Act* states that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with the *Act*, the regulations or the tenancy agreement.

As per the tenant's testimony, I accept that she failed to pay rent purposefully and that she did so because she believes the landlord is not fulfilling his obligations as a landlord. I find, based on Section 26, that these are not sufficient grounds to withhold the payment of rent.

Conclusion

Based on the above, I dismiss the tenant's Application in its entirety and find the 10 Notice to End Tenancy to be effective and enforceable should the landlord choose to pursue ending the tenancy.

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 23, 2011.

Residential Tenancy Branch