



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LOMBARDY MANAGEMENT LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNR OPR ERP

Introduction:

Both parties attended the hearing and gave sworn testimony. The parties confirmed the landlord served the tenant with a 10 Day Notice to End the Tenancy for non-payment of rent dated November 24, 2018 to be effective December 5, 2018 by posting it on the door. The tenant said they served the landlord with their Application for Dispute dated November 27, 2018 personally and the landlord acknowledged receipt. I find the documents were legally served pursuant to sections 88 and 89 of the Act. The tenant applies pursuant to section 46 of *The Residential Tenancy Act* (the Act) to cancel the Notice to End Tenancy and pursuant to section 32 and 33 to order the landlord to do repairs.

Issues: Is the tenant entitled to any relief?

Background and Evidence:

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. The tenancy began on July 1, 2018. The current rent is \$850. The tenant paid a security deposit of \$425. The landlord owns and rents the trailer which is parked in a manufactured home park so the tenant states the landlord is responsible to maintain the trailer. He stated that there was a leak in the roof causing mold and there were no lights at the entrance. The landlord said that they were not notified of these issues prior to issuing the Notice to End Tenancy and only heard of them in the tenant's Application.

The tenant stated the rental amount on the Notice to End Tenancy is incorrect. He said he paid rent in full for July and August, then paid \$350 and \$270 in September and \$775 in October. This corresponds with the landlord's records. The tenant owed \$850 a month for each of September, October and November which totals \$2550. Of this he paid a total of \$1395 which left \$1155 owing as of November 1, 2018 which is what the Notice to End Tenancy stated. He did not dispute that he has paid no rent for December 2018 or January 2019.

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 none of his complaints constitute valid reasons to withhold his rent. Section 26 of the Act provides a tenant must pay rent on time whether or not the landlord is fulfilling their obligations under the Act. I find the weight of the evidence is the tenant owes rent of \$1155 (to November 1, 2018) plus \$1700 for December 2018 and January 2019 for a total of \$2855 owed to the landlord. 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 January 30, 2019 as agreed by the landlord. Section 55(4) also permits the arbitrator to grant an order requiring payment of the unpaid rent. I find the landlord entitled to a monetary order for \$\$2855.

Although the tenant requested that the landlord be ordered to make emergency repairs, I find insufficient evidence that he had requested these repairs in writing and/or that the landlord had refused to do repairs after being informed. I dismiss this claim.

Conclusion:

I grant the landlord an Order for Possession effective January 30, 2019 and a monetary order for \$2855 for unpaid rent. I dismiss the tenant's application in its entirety. His filing fee was waived.

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 10, 2019

Residential Tenancy Branch