



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## Decision

Dispute Codes: CNR MNDC OLC ERP RP RR FF

## Introduction

This hearing dealt with an application by the tenant to cancel a notice to end tenancy, as well as orders for emergency repairs, repairs, an order that the landlord comply with the Act, an order for a reduction in rent, and a monetary order. The landlord and the tenant appeared in the teleconference hearing.

## Issue(s) to be Decided

Is the notice to end tenancy valid?

Should the landlord be ordered to do emergency repairs and repairs?

Should the landlord be ordered to comply?

Is the tenant entitled to a reduction in rent?

Is the tenant entitled to a monetary claim against the landlord?

## Background and Evidence

The tenancy began on July 25, 2008. The tenant had originally planned to rent the basement suite, but she agreed instead to rent the upstairs suite, for a monthly rent of \$1200 due on the 25<sup>th</sup> of each month. At the end of August 2008 the landlord and tenant made an agreement that the tenant would do some cleaning of another suite in the house, and the tenant would receive a \$150 deduction in the rent as compensation for her work. The tenant did significantly more cleaning work than she had anticipated, and she asked the landlord to compensate her in a greater amount than \$150, but the landlord refused, on the basis that their agreement was for \$150 and the landlord did not do all of the cleaning. The tenant did not pay any of the rent due on September 25,

2008, on the basis that she was waiting for the landlord to decide how much of a rent deduction she was entitled to for her cleaning work. On September 28, 2008 the tenant gave the landlord a list of all the repairs that needed to be done. Also on September 28, 2008 the landlord issued the tenant a notice to end tenancy for unpaid rent. The tenant disputes the amount owing but acknowledges that she owes rent. The landlord acknowledged that repairs needed to be done, and he stated that he has attended at the rental unit numerous times to carry out the repairs but the tenant usually refused him entry and said he needed to give her 24 hours' notice.

### Analysis

The tenant acknowledged that she did not pay outstanding rent. I therefore find that the notice to end tenancy is valid, with the effect that the tenancy ended on October 8, 2008, the effective date of the notice. The landlord did not request an order of possession pursuant to the notice, but it is open to the landlord to do so in an application for dispute resolution.

The tenant did not provide sufficient evidence to establish that emergency repairs were required, and I therefore decline to order that the landlord carry out emergency repairs. As the landlord is willing to carry out repairs, I decline to order that the landlord carry out repairs. As the tenancy ended on the effective date of the notice, I find it is not necessary to order that the landlord comply.

In regard to the tenant's applications for a reduction in rent and a monetary order, I find that both the landlord and tenant agreed that the landlord would reimburse the tenant \$150 for cleaning the basement suite. I find that the remainder of the tenant's monetary application was never approved by the landlord, and the tenant therefore carried out additional work or incurred costs to her own detriment.

### Conclusion

The tenant may deduct \$150 from money owing to the landlord for unpaid rent. I

dismiss the remainder of the tenant's application. I decline to award the tenant recovery of her \$50 filing fee.

Dated November 03, 2008.