



# Dispute Resolution Services

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

## Decision

Dispute Codes: CNR MNDC ERP RP RR

## Introduction

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

## Issue(s) to be Decided

Is the notice to end tenancy valid?

If so, is the landlord entitled to an order of possession?

Is the tenant entitled to the monetary amount claimed?

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

Is the tenant entitled to a reduction in rent?

## Background and Evidence

The tenancy began on November 1, 2008. Rent in the amount of \$575 is payable in advance on the first day of each month. The tenant's testimony was that since the beginning of the tenancy, there has been no hot water and two of the heaters were broken. The tenant has had to resort to having showers elsewhere because of the lack of hot water. The tenant paid half the rent for December 2008 but could not pay the remainder because of Christmas. On January 1, 2009 the tenant attempted to pay the landlord \$100 toward the rent but the landlord refused. The tenant also attempted at that time to give the landlord a written request for repairs, but he refused to see it. On January 2, 2009, the landlord served the tenant with a notice to end tenancy for non-

payment of rent. The tenant did not make any other rent payments. The tenant has claimed \$800 in monetary compensation. The tenant did not submit any documentary or other evidence to support her application.

The response of the landlord was as follows. The landlord acknowledged that two of the heaters don't work but he knows the rental unit is not cold. The landlord also acknowledged that there is a problem with the hot water. He stated that he has tried to attend at the rental unit a few times, but he couldn't get in. In the hearing the landlord verbally requested an order of possession pursuant to the notice to end tenancy.

### Analysis

In regard to the notice to end tenancy, I find that the tenant was served with a notice to end tenancy for non-payment of rent and did not pay the outstanding rent. The tenant did not have sufficient reason to withhold the rent. When a tenant applies to cancel a notice to end tenancy and the landlord verbally requests an order of possession in the hearing, if I find that the notice is valid I must issue an order of possession. I find in this case that the notice is valid and therefore I must grant the landlord an order of possession.

In regard to the tenant's application for orders for repairs and emergency repairs, I find that as the tenancy has ended it is not necessary to make orders for repairs and emergency repairs.

In regard to the tenant's application for a reduction in rent and monetary compensation, I find that the tenant is entitled to compensation for the lack of hot water for the duration of the tenancy. The landlord acknowledged that there was a problem with the hot water. The tenant was not able to have showers or have access to hot water for three months. I find the tenant is entitled to compensation equivalent to 30 percent of her rent, \$172.50, for November, December and January, for a total of \$517.50.

The tenant did not provide sufficient evidence to support her claim regarding the two broken heaters, and I therefore dismiss that portion of her application.

### Conclusion

I grant the landlord an order of possession. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

I grant the tenant a monetary order under section 67 for the balance due of \$517.50. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated February 3, 2009.