

DECISION

Dispute Codes: RP, OPT, RR, O, CNC, CNR

This hearing dealt with an application by the tenant 1) to cancel a notice to end tenancy for unpaid rent and another notice to end tenancy for cause; 2) for the landlord to make repairs to the unit; 3) to obtain an order of possession; and 4) to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided.

On September 29, 2003, the landlord collected a security deposit in the amount of \$350.00 from the tenant. The tenancy began on October 1, 2003. A monthly rent of \$760.00 is payable in advance on the first day of each month. On March 6, 2009, a fire broke out in the tenant's unit due to a pot of oil left unattended by the tenant. The unit sustained substantial damages and the tenant moved out to live with his friend while the repairs took place.

The tenant failed to pay rent in the month of April and on April 24, the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant acknowledged that he had not paid the April rent and gave the following reasons. When he received the notice to end tenancy for unpaid rent, he did not think that the landlord was asking for the rent. He did not think he should pay for rent when he was not living at the unit. He is having a hard time making rent payment. I note that a decision for Residential Tenancy Branch file # 732723 states that "The tenant paid rent for March 2009, and if the landlord insists will pay rent on April 2009 ... The tenant is aware he is responsible for the cost of the repairs to the rental unit and is open to the process of compensating the landlord".

Based on the above, I find no evidence to indicate that there was an agreement between the parties for the tenant to maintain the tenancy without paying rent.

Accordingly, I find that the landlord has established ground to end this tenancy. For the reasons given above, I dismissed the tenant's application.

During the hearing, the landlord requested an order of possession. I find that he is entitled to 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.

The tenant withdrew his application to make repairs to the unit; to obtain an order of possession of the rental unit; and to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided. I therefore dismiss the tenant's application for these issues.