



Dispute Resolution Services

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

Decision

Dispute Codes: CNR, MNR, MNDC, ERP, PSF, FF

Introduction

This hearing dealt with the tenant's application for cancellation of the landlord's 10 day notice to end tenancy for unpaid rent, a monetary order for the cost of emergency repairs, money owed for compensation for damage or loss under the Act, orders directing the landlord to make repairs to the unit and to provide services required by law, and recovery of the filing fee for this application. Both parties participated in the hearing and gave affirmed testimony.

During the hearing the landlord's agent made a verbal request for an order of possession in the event the tenant's application does not succeed.

Issues to be decided

- Whether the tenant is entitled to any or all of the above
- Whether the landlord is entitled to an order of possession

Background and Evidence

There is no written residential tenancy agreement in place for this month-to-month tenancy which began on November 15, 2008. Rent in the amount of \$800.00 is payable on the first day of the month, and a security deposit of \$400.00 was collected on November 15, 2008.

Arising from rent that was unpaid for June and July 2009, the landlord issued a 10 day notice to end tenancy for unpaid rent dated July 10, 2009, by posting on the tenant's door on that same date. A copy of the notice was submitted into evidence. The tenant disputed the notice by filing for dispute resolution within 5 days of receiving the notice.

Subsequently, the tenant acknowledged that he has paid no rent for the months of June, July or August 2009.

The tenant stated that he has withheld payment of rent as a result of certain agreements reached between him and the landlord, as well as to compensate himself for various expenses he has incurred, and for a range of assorted concerns he has about the condition of the unit. In summary, the tenant's claims include the following:

- that the landlord hired him to undertake some work on the property in exchange for the equivalent of \$750.00;
- that he purchased a generator for \$500.00 due to an "electrical problem with furnace and impossible hydro bill;"
- that he spent \$1,400.00 in gas for a generator at \$20.00 / day for 70 days;
- that the landlord agreed to share a \$1,700.00 hydro bill;
- that he spent \$150.00 for a new light switch and lighting for the master bedroom;
- that he purchased a new dishwasher because "the old one was broken and was filled with rat droppings;"
- that he purchased a new ceiling fan for \$65.00;
- that he purchased a new door for \$250.00 and \$150.00 for new locks required in the unit;
- that some of his belongings have gone missing from the unit as other people have keys to the unit;
- that wiring in the unit is "not up to standard or code;"
- that there are rodents in the unit.

The tenant acknowledged that he has never formally presented any of his concerns to the landlord in writing, and acknowledged that there was never any agreement reached

between the parties whereby the tenant would be compensated by the landlord or be authorized to withhold a portion of rent for any particular reason.

Analysis

Based on the documentary evidence and testimony of the parties, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated July 10, 2009.

The tenant did not pay the outstanding rent within 5 days of receiving the notice and does not dispute that rent has not been paid for June, July and August 2009.

Accordingly, I dismiss the tenant's application to set aside the landlord's notice to end tenancy for unpaid rent, and I find that the landlord is entitled to an order of possession.

As for the tenant's claims for compensation, as stated earlier there is no evidence that the tenant presented any of his concerns about the condition of the unit to the landlord. Further, there is insufficient evidence of health or safety deficiencies in the unit, no evidence of agreements reached between the parties on any matter whatsoever, and no documentary evidence (such as receipts) to support the tenant's claim that he incurred certain costs as claimed. In the result, I dismiss the tenant's application for a monetary order and for the issuance of certain orders against the landlord. As the tenant has not succeeded in his application, his application for recovery of the filing fee is also dismissed.

Conclusion

Following from the above, all aspects of the tenant's application are hereby dismissed.

Pursuant to the above, I hereby issue an order of possession in favour of the landlord effective not later than **two (2) days** after service upon the tenant. This order must be served on the tenant. 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.

DATE: August 24, 2009

Dispute Resolution Officer