



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

**Dispute Codes**      CNC ERP, RP

### **Introduction**

This hearing was convened upon the application of the tenant seeking to:

1. Cancel a Notice to End Tenancy Given for Cause;
2. Order the landlord to make emergency repairs; and
3. Order the landlord to make repairs.

All parties appeared and gave evidence under oath.

### **Background and Evidence**

The landlord testified that the reason for ending this tenancy for cause is as set out in the Notice to End Tenancy given for cause. The landlord testified that he had been to a previous hearing with respect to a previous Notice to End Tenancy given for Cause and he presented all the evidence at that hearing. The landlord testified that he has a lot of evidence to support the issuance of the Notice to End Tenancy for Cause but he was unable to get it in on time for this hearing. The landlord then exited the conference call hearing.

The tenant says that in addition to wishing to dispute the Notice to End Tenancy given for Cause she requires certain repairs as follows:

1. The toilet doesn't flush reliably;
2. There is a hole in the ceiling of the bathroom;
3. The tub faucets are leaking;
4. The bathroom sink is leaking;

5. Both the bathtub and the bathroom do not drain and water backs up;
6. The linoleum in the bathroom floor is lifting, dirt and water is getting trapped beneath making it difficult to clean;
7. The fridge freezes the food kept inside;
8. The backsplash in the kitchen is coming off the wall;
9. The bathroom fan is so loud that when the tenant operates it as she is required to do to ventilate the rental unit, the neighbour is disturbed by the noise of the fan and indicates this by pounding on the wall;

The tenant says that despite numerous requests the landlord either does not attend to make repairs. In the alternative he attends and does the job himself even though he is not qualified and does not actually fix the problem.

### **Findings**

When a Notice to End Tenancy given for Cause is disputed by a tenant, the landlord bears the burden of proving that he has cause to issue the notice and that the tenancy should therefore end. In the absence of evidence from the landlord with respect to the issuance of the Notice to end Tenancy for Cause the tenant's application to dispute the notice is allowed. This means that the Notice to End Tenancy Given for Cause that is the subject of this dispute is of no force and effect and this tenancy shall continue.

With respect to the tenants request for repairs, again, in the absence of evidence from the landlord to the contrary, I will accept the testimony of the tenant and order that the landlord perform the above-noted repairs. I order the landlord to complete the above-noted repairs within one month of the date of this decision that is by February 5, 2010. If the repairs are not completed by this time the tenant is at liberty to make application to seek a further order respecting the repairs and/or seek compensation as might be available to her under the *Residential Tenancy Act*.