

DECISION

Dispute Codes CNC, MNDC, OLC, FF

Introduction

The tenant applies:

- To cancel a Notice to End Tenancy given for Cause;
- For a monetary order for money owed or compensation for damage or loss;
- For an Order that the landlord comply with the Act; and
- For an Order to recover the filing fee paid for this application.

Both parties attended the hearing and gave evidence under oath.

Issues(s) to be Decided

Does the landlord have cause to end this tenancy? Should the tenant receive a monetary order? Should the landlord be compelled to comply with the Act? Should the tenant recover the filing fee she paid for this application?

Background and Evidence

The landlord testified that a fight between this tenant and another tenant occurred. The landlord says they have a crime free policy and they are now evicting both tenants.

The tenant says her son is friends with the son of the other tenant. At 2 a.m. one morning that tenant's son arrived at her rental unit advising that his mother had locked him out of the house because he was late coming home. This tenant invited the boy to stay with them. A short time after his arrival the other tenant, the boy's mother, showed up at this tenant's home drunk. When this tenant opened the door in response to her knocks this tenant was assaulted. The tenant says she was simply defending herself and she was the victim of an assault, not a participant in a fight with the other tenant.

With respect to her claim for a monetary award the tenant says that three years ago time ago the landlord told her it was as a result of modifications that she made to the backyard that caused water to leak into the crawlspace of the rental unit. The landlord requested that the tenant pay \$210.00 fee to make repairs and the tenant did so. The tenant says the repairs did not fix the problem and she hired a home inspector who said that the leaks were not caused by the modifications she made to the backyard of the rental unit. Further, the tenant says that the landlord is failing to make repairs to the crawlspace to stop the leaking and the tenants seeks an order that the landlord comply with the Act and investigate and repair the problems.

The landlord testified that two members of the Board of Directors who are contractors themselves will be attending the rental unit shortly to investigate the problems with the crawlspace.

Analysis

The landlord bears the burden of proving cause to end this tenancy. I accept the testimony of the tenant that she was a victim of an assault and was merely defending herself. I therefore find I find that the landlord has failed to prove cause to end this tenancy.

With respect to the tenant's claim for a refund of the \$210.00 she paid for repairs, the evidence shows that this occurred 3 years ago. A claimant has 2 years within which to make a claim. This claim is therefore dismissed.

As the landlord has already agreed to investigate the problems with the crawlspace, I see no reason to issue and order compelling them to do so.

Conclusion

The tenant's application to cancel the Notice to End tenancy is allowed. The Notice to End Tenancy is cancelled. The effect of this decision is that this tenancy shall continue beyond the effective date set out on the Notice to End Tenancy issued in this matter.

The remainder of the tenant's claims are dismissed except for her claim to recover the filing fee paid for this application. As the tenant has been successful in having the Notice to End Tenancy cancelled, I direct that she deduct \$50.00 from her next rental payment to realize recovery of the filing fee she has paid for this application.