



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes CNC, OPC, OPR, MNR, MNSD, MNDC, FF

Introduction

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issues(s) to be Decided

This decision deals with two applications for dispute resolution, one brought by the tenant and one brought by the landlords. Both files were heard together.

The tenant's application is a request to have a Notice to End Tenancy cancelled and a request for a monetary order for \$240.00.

The landlords application is a request for an Order of Possession based on a 10 day Notice to End Tenancy for non-payment of rent, and a one-month Notice to End Tenancy for repeated late rent, a request for a monetary order for \$3300.00, a request of the respondent bear the \$50 cost of the filing fee, and a request that the landlord be allowed to keep the full security deposit towards this claim.

Background and Evidence

On September 2, 2010 the tenants were served with two Notices to End Tenancy. A 10 day Notice to End Tenancy for non-payment of rent, and a one-month Notice to End Tenancy for repeated late rent.

The landlord testified that:

- Rent for this rental unit is \$1100.00 per month.
- The tenants have not paid any rent for the months of September 2010 and October 2010 and therefore at this time there is \$2200.00 outstanding.

The landlord is therefore requesting an Order of Possession for as soon as possible, and an order for the outstanding \$2200.00 rent.

The tenants testified that:

- they believe the landlord has not met his obligations under the tenancy agreement as follows:
 - The landlord does not regularly dispose of the garbage and therefore the cans are frequently full.
 - The door to their rental unit is a hollow core door and should be replaced.
 - There is only one exit from the rental unit and therefore they do not believe the unit is safe.
 - Their fridge broke down and as a result they lost about \$200.00 of food in the landlord only gave them approximately \$50.00 of replacement food.
 - They have therefore withheld the rent and are requesting an order that the landlords pay them \$240.00 compensation.



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Analysis

It is my decision that I will not allow the tenants claim for compensation.

The tenants have supplied no evidence to show that they have ever incurred any costs for garbage removal.

The landlord is not liable for any food that was lost when the tenant's fridge broke down, as this was not the result of any negligence on the part of the landlord.

Further there is no evidence to show that the landlord ever agreed to upgrade the rental unit, or that the tenants have suffered any loss of the result of a hollow core door.

Therefore it is my finding that the tenants have not established any claim against the landlord and they certainly did not have the right to withhold any rent.

Therefore the tenants are liable for the outstanding September 2010 and October 2010 rent and I will not be setting the Notice to End Tenancy aside.

I allow the landlords claim for the outstanding September 2010 in October 2010 rent, plus the filing fee.

I also allow the landlords request for an Order of Possession.



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Conclusion

Tenant's application

The tenant's application is dismissed in full without leave to reapply.

The filing fee for this application had been previously waived, however I order that the tenants repay the \$50.00 filing fee to the Director of the Residential Tenancy Branch.

Landlord's application

I have allowed the landlords full reduced claim of \$2250.00. The landlord may therefore retain the full security deposit of \$550.00 and I have issued a monetary order in the amount of \$1700.00.

I have also issued an Order of Possession and that is enforceable two days after service on the tenants.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: October 14, 2010.

Dispute Resolution Officer