

DECISION

Dispute Codes CNR, MNDC, ERP, OPR, MNR, FF

Introduction

There is an application by the Tenant to cancel a notice to end tenancy for unpaid rent, a request for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and the Landlord's action to make emergency repairs for health or safety reasons.

The Landlord has also filed an application for an order of possession resulting from a 10 day notice to end tenancy, a request for a monetary order for unpaid rent and the recovery of the filing fee.

Both parties attended by conference call and gave affirmed testimony.

Issues(s) to be Decided

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to a monetary order for unpaid rent?

Is the Tenant entitled to a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement?

Background and Evidence

This tenancy is the result of a signed tenancy agreement that the Landlord reports to start on October 1, 2010. The tenancy agreement provided by the Landlord is signed by the Landlord on October 1, 2010 and signed by the Tenant on November 3, 2010. The specified monthly rent on a fixed term of 1 year to end on August 31, 2011 is \$850.00. There is no notation of a security deposit on the tenancy agreement and neither party spoke to this issue during the hearing.

The Landlord has stated that the 10 day notice to end tenancy was personally served on November 3, 2010. The notice specifies a \$1,300.00 failure to pay rent. October

2010 had \$450.00 in unpaid rent and \$850.00 in unpaid rent for November 2010. The Tenant confirms non-payment of rent because he states that he was tired of not getting any action from the Landlord concerning his complaints of a broken stove, freezer not working properly and a toilet “not working right”. The Tenant complains of bed bug issues and a lack of response by the Landlord. The Tenant has not provided any evidence to support his claims, except a neighbour, R.C. who confirms a bed bug problem in the building and who states that he has filed his own dispute with the Landlord. The Tenant has not provided any evidence of the Landlord's negligence in this regard. The Landlord disputes that there have been any reports from the Tenant regarding bed bug issues.

Analysis

I am satisfied that each party was properly served with the hearing documents and the Landlord's evidence. I find that the Landlord has properly served the 10 day notice to end tenancy for unpaid rent. The Tenant admitted to not paying the rent. Section 26 (1) A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Based upon the Tenant's statement during the hearing, I am satisfied that the Landlord is entitled to an order of possession. The Tenant's application to cancel the notice to end tenancy is dismissed. 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's application for emergency repairs has not met the Act's criteria. Section 33 (1) in this section, “emergency repairs” means repairs that are (a) urgent, (b) necessary for the health or safety of anyone for the preservation or use of residential property, and (c) made for the purpose of repairing (i) major leaks in pipes or the roof, (ii) damaged or blocked water or sewer pipes or plumbing fixtures, (iii) the primary heating system, (iv) damaged or defective locks that give access to a rental unit, (v) the

electrical systems, or (vi) in prescribed circumstances, a rental unit or residential property. I find that the Tenant's "bed bug" issues, broken stove and the freezer and toilet not working properly does not fall within the definition of an emergency repair. The Tenant has not provided any credible proof of negligence on the part of the Landlord. The Tenant's application is dismissed.

The Landlord has established a claim for unpaid rent totalling \$1,300.00. The Landlord is entitled to recovery of the \$50.00 filing fee. I grant the Landlord a monetary order under section 67 for the sum of \$1,350.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted an order of possession and a monetary order for \$1,350.00.

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: November 30, 2010.

Dispute Resolution Officer