



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes CNL, ERP, RP, FF

### Introduction

This hearing dealt with an application by the tenant to cancel a notice to end tenancy for landlord's use of property, order the landlord to make emergency repairs for health & safety, to make repairs to the unit and recovery of the filing fee. Both parties participated in the conference call hearing.

### Issues to be Decided

Is the tenant entitled to any of the above under the Act.

### Summary of Background and Evidence

This tenancy started in March, 1994 with rent of \$850.00, the tenant paid a security deposit of \$425.00. On November 1, 2010 the landlord served the tenant with a 2 Month Notice to End Tenancy for Landlord's Use of Property: the rental unit will be occupied by the landlord or the landlord's spouse or a close family member (father, mother, or child) of the landlord or the landlord's spouse.

The tenant testified that her current rent is \$600.00 as approximately 8 years ago, the tenant's rent was reduced by the Residential Tenancy Branch and the landlord ordered to make repairs. The original reduced rent was \$450.00 and after completion of some of the repairs the previous landlord and tenant verbally agreed to raise the rent to \$600.00.

The tenant stated that the roof still leaks in the bedroom and living room and that the front bay window has dropped due to the frame being rotten and that there is a large gap at the top of the window frame where you can see outside. The tenant stated that she is very concerned about the electrical as a minimum of 5 plugs are faulty and when they are used they turn the plug black and some of the outlets have melted plugs. The tenant had not contacted the current landlord about these concerns as when the tenant's stairs required repair, the current landlord advised the tenant that he did not do repairs and for the tenant to contact the property owner.

The tenant did verify that her son lives in the mobile and has for many years as he was 12 years old when they first moved in. The tenant stated that the mobile home is her primary residence and that she does spend time in Nanaimo. The tenant stated that the

Residential Tenancy Branch  
Ministry of Housing and Social Development

old motel on the property had 2 vacant units and that it was not necessary for her to vacate the mobile home to accommodate the landlord's son and family.

The current landlord recently entered into a 15 year lease on the property and the prior landlord remains the property owner.

The landlord testified that his son's family of 3 are to move into the mobile. The son was not present in this hearing and there was no evidence submitted by the landlord verifying that the son's family would be taking up residence in the mobile home. The landlord stated that the motel rooms that were empty were not suitable for his son's family as they were very small and in great disrepair. The landlord stated that he was not aware of the current condition of the mobile home and that it had serious electrical, roof and structural problems.

## Analysis

Based on the documentary evidence and testimony of the landlord, I find on a balance of probabilities that the landlord has not met the burden of proving that they have grounds for entitlement to end the tenancy for landlord's use of property.

Accordingly, the notice to end tenancy is hereby set aside and the tenancy continues in full force and effect.

## **RTA Section 33 Emergency repairs**

- (1) In this section, "**emergency repairs**" means repairs that are
- (a) urgent,
  - (b) necessary for the health or safety of anyone or 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

Based on the testimony of the tenant I find that the tenant has met the burden of proof that emergency repairs are required. Pursuant to **s. (62) 3** of the Act I hereby order the landlord to complete the repairs to the rental unit by the following dates:

Electrical System – December 24, 2010  
Roof Leaks – December 31, 2010



# Dispute Resolution Services

Page: 3

Residential Tenancy Branch  
Ministry of Housing and Social Development

Bay Window – December 31, 2010

The tenant must give the landlord reasonable access to the rental unit so that he can comply with this order. If the repairs are not completed by the specified dates due to a breach of the landlord's duty to repair, the tenant may come back to this office for dispute resolution to allow a tenant to reduce rent for repairs.

The tenant is also entitled to recovery of the \$50.00 filing fee.

## Conclusion

The tenant's application to cancel the notice to end tenancy for landlord's use is granted. The notice to end tenancy is hereby set aside and the tenancy continues in full force and effect.

The tenant's application for a repair order is granted as set out above.

The tenant may deduct \$50.00 from future rent owed to the landlord for recover of the filing fee paid to bring their application.

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: December 6, 2010

---

Dispute Resolution Officer