

## **DECISION**

**Dispute Codes:** CNC, MNDC, ERP and FF

### **Introduction**

This application was brought by the tenant on January 5, 2011 seeking to have set aside a Notice to End Tenancy for cause (repeated late payment of rent) served on December 31, 2010 and setting an end of tenancy date of January 31, 2011.

The tenant also sought an order for emergency repairs, monetary compensation for loss under the legislation or rental agreement and recovery of the filing fee for this proceeding.

Despite having been served with the Notice of Hearing sent by registered mail on January 7, 2011, the landlord did not call in to the number provided to enable his participation in the telephone conference call hearing.

### **Issues to be Decided**

This application requires a decision on whether the Notice to End Tenancy should be set aside or upheld, whether an order for emergency repairs is warranted and whether the tenant is entitled to a monetary order and recovery of the filing fee for this proceeding.

## **Background and Evidence**

This tenancy began on December 15, 2009. Rent is \$695 per month plus utilities and the landlord holds a security deposit of \$347.50.

During the hearing, the tenant gave evidence that – even though she disputes that rent was repeatedly late – she is moving out of the rental unit on February 15, 2011.

She stated that the claim for emergency repair and monetary compensation arises from the fact that the landlord has not made repairs to the large gap at the bottom of the entry doors as requested repeatedly. She stated that the result has been an unnecessary burden on her heating bills and claims \$270 in compensation for that and time off work to accommodate the landlord who did not appear to do the repairs as promised.

## **Analysis**

In the absence of any evidence to the contrary from the landlord, I must find that the Notice to End Tenancy for cause is set aside.

As to the tenant claim for emergency repairs, I find such to be rendered unnecessary given the tenant's stated intention for vacate the rental unit on February 15, 2011.

On the question of monetary compensation, the tenant has submitted no utilities invoices or other documentary evidence to support this claim and it is not necessary for a tenant to take time off work for a landlord to do repairs. Therefore, this claim is dismissed without leave to reapply. (While I had initially considered granting leave to reapply, I reconsidered on the grounds that the tenant knew or ought to have known that such evidence would have been required in order to quantify the claimed loss.)

As the application has succeeded on the primary matter of the Notice to End Tenancy, I find that the tenant is entitled to recover the \$50 filing fee for this proceeding and order that she may do so by withholding that amount from the next rent due.

## **Conclusion**

The Notice to End Tenancy is set aside, the claims for repairs and monetary compensation are dismissed and the tenant may recover the filing fee by withholding \$50 from the next month's rent due.

January 21, 2011