



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes CNR, RR, O

Introduction

This was an application by the tenant for an order cancelling a ten day Notice to End Tenancy for unpaid rent and for other relief. The hearing was conducted by conference call. The tenant and the landlord's representative participated in the hearing

Issue(s) to be Decided

Should the Notice to End Tenancy for unpaid rent be cancelled?

Background and Evidence

The rental unit is an apartment in Courtenay. The tenancy began in April, 2010. Monthly rent is \$750.00. In January, 2011 the tenant stopped payment of her January rent cheque and replaced it with a cheque in the amount of \$356.34. The landlord refused to accept a partial payment of rent and on January 7, 2011 served the tenant with a 10 day Notice to End Tenancy for unpaid rent.

The tenant made the deduction from her January rent because she claimed compensation for loss and expenses due to an inoperative dryer and oven. The landlord's position is that the tenant was not entitled to deduct the amount from rent because the repairs were not emergency repairs. The landlord has repaired the appliances and submitted reports concerning the repairs. The landlord attributed some of the delays to the tenant's insistence on doing some of the parts replacement herself rather than allowing a technician to perform the work. The landlord did acknowledge at the hearing that the tenant should be entitled to some compensation for the loss of use of the appliances, but she did not agree that the tenant was entitled to make a unilateral deduction from her rent payment. The landlord's representative testified that she is prepared to have the tenancy continue.

Analysis and Conclusion

During the hearing I gave the parties an opportunity to discuss a settlement of the matters in dispute between the tenant and the landlord. It was agreed between the tenant and the landlord's representative that the tenancy will continue and the Notice to End Tenancy will be cancelled. The landlord agreed to compensate the tenant for her loss of use of the dryer and oven over the course of the tenancy in the amount of \$200.00 as a deduction from the rent due for January. The tenant agreed to pay the landlord the sum of \$550.00 rent for the month of January and the landlord agreed to accept payment of the sum of \$550.00 as full payment of January's rent.

If the tenant has future repair requests she agreed to put them to the landlord in writing.

Pursuant to the agreement of the parties I order that the 10 day Notice to End Tenancy for unpaid rent dated January 7, 2011 be and is hereby cancelled. I order that the tenant forthwith pay to the landlord the sum of \$550.00 as full payment of rent due for January, 2011. The \$200.00 reduction in January's rent has been accepted by the tenant in full and final satisfaction of the tenant's claims with respect to loss of use of appliances, specifically the dryer and oven from the inception of the tenancy to the date of this decision.

Dated: February 09, 2011.
