



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

INTERIM DECISION

Dispute Codes: CNR, RR and FF

Introduction

By application of March 9, 2011, the tenant seeks to have set aside a Notice to End Tenancy dated March 12, 2011, an order for rent abatement and recovery of the filing fee for this proceeding.

Issues to be Decided

This application requires a decision on whether the Notice to End Tenancy should be set aside or upheld and whether the tenant is entitled to award of rent abatement..

Background and Evidence

This tenancy began on December 10, 2011 under a six month fixed term agreement. Rent is \$750 per month, due on the 10th, and the landlord holds a security deposit of \$375.

While neither party submitted a copy of the Notice to End Tenancy, they concurred that one had been served.

During the hearing, the parties gave evidence that this dispute had arisen when the tenant and his wife and daughter were beset with carbon monoxide poisoning on February 14, 2011 as a result of a malfunctioning furnace. They were taken to hospital by ambulance. The furnace has since been replaced.

The tenant submitted an invoice from BC Ambulance Services for \$530 and an interim invoice from Vancouver Coastal Health for hospital services for \$3,930.

The tenant arranged a meeting with his church Pastor and the landlord to explore the possibility of the landlord assisting with the tenants' medical bills. According to the

written submission of the Pastor, the landlord agreed to waive the rent for March 2011 but wanted the tenants to vacate at the end of the month.

The landlord's agent stated that the landlord did not make such an offer and stated that the Chinese translator was provided by the tenant and she questioned the veracity of his translation.

At present, both parties are awaiting determinations from their insurers.

Analysis

As I do not have the Notice to End Tenancy before me, and given the record of the meeting submitted by the tenants' pastor stating the March rent had been waived, I am setting aside the Notice to End Tenancy and the tenancy will continue. The landlord may still bring an application for unpaid rent if and when that becomes appropriate.

Given that the parties are awaiting determination on the insurance implications of this matter, I adjourned the hearing to give them an opportunity to ascertain the actual extent of damages and submit further evidence.

Conclusion

The Notice to End Tenancy for unpaid rent of March 12, 2011 is set aside. The hearing will reconvene at a time and date set out in the enclosed Notice of Hearing.

The parties are reminded that any further evidence must be submitted to the branch and to each other five business days in advance of the hearing.

April 1, 2011