



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes CNR, OLC, ERP, RP, FF

Introduction

This hearing was convened in response to an Application filed by the tenant seeking:

1. To cancel a Notice to End Tenancy given for unpaid rent;
2. An Order that the landlord comply with the Act;
3. An Order that the landlord make emergency repairs;
4. An Order that the landlord make repairs; and
5. An Order to recover the filing fee paid for this application.

Both parties appeared at the hearing and gave evidence under oath.

Issue(s) to be Decided

Does the landlord have cause to end this tenancy? Should the tenant be awarded the Orders requested?

Background and Evidence

This tenancy began in April 2007 as a month-to-month tenancy and the current monthly rent due on the first of each month is \$1,075.00. This tenancy has been the subject of a number of Applications for Dispute Resolution. On December 2, 2010 a dispute resolution officer ordered the landlord to make repairs. In addition to that Order, the tenant was awarded monetary order in the sum of \$3,550.00. The tenant was also ordered to deduct \$500.00 from all future monthly rent payments until such time as the landlord completed all repairs and obtained an Order from the Residential Tenancy Branch confirming that the repairs had been completed. The tenant says the repairs have not been completed and he is still reducing his rent until they are completed.

The landlord testified that the repairs are completed but agrees he has not received an order of the Residential Tenancy Branch confirming that the repairs are completed. The landlord testified that the last time he received any rent at all from the tenant was in November 2010 and that was in the sum of the full rent, \$1075.00.

Analysis

The tenant was awarded monetary order of \$3,550.00 on December 2, 2010. This award included a rental reduction up to and including December 2010. The tenant was also given a rental reduction of \$500.00 which would commence the following month (January 2011). The rental reduction would continue until and allowed to deduct \$500.00 from his monthly rent until the landlord received an Order from the Residential Tenancy Branch reinstating the full rent payments. With that \$500.00 deduction the balance of rent due and payable by the tenant per month would be \$575.00 per month, however, the tenant was entitled to deduct his monetary award of \$3,550.00 from his monthly rent until it is fully realized and, at a rental rate of \$575.00 per month, this means that the tenant would owe no rent whatsoever until July (unless of course the landlord obtains the Order reinstating the full rent in which case the tenant would pay an extra \$500.00 towards his rent until July. The calculations for reimbursement to the tenant of the \$3,550.00 award are as follows:-

Item	Amount	Rent Due
Monetary award in favour of tenant made December 2, 2010	\$3,550.00	
January rental reduction to realize award	-575.00	0.00
February rental reduction to realize award	-575.00	0.00
March rental reduction to realize award	-575.00	0.00
April rental reduction to realize award	-575.00	0.00
May rental reduction to realize award	-575.00	0.00
June rental reduction to realize award	-575.00	0.00
July rental reduction to realize award	-575.00	475.00

I therefore find that the tenant has rightfully not paid rent. The Notice to End Tenancy is therefore set aside.

As the tenant has been successful in his application I will allow him to recover the \$50.00 filing fee he paid for his application. I will allow him to deduct that sum from his July 2011 rent and, according to the above chart if the landlord has not obtained an Order of the Residential Tenancy Branch stating that the repairs are complete and reinstating the rent then the rent due for July 2011 will be \$425.00.

I will make no further Orders for the landlord to comply with the Act, make repairs and make emergency repairs as these Orders have already been made. As no rent is payable at all at the current time, if the landlord does not follow through with the repairs

then the tenant is at liberty to apply for a further rental reduction for repairs once he realizes recovery of the \$3,550.00 already awarded.

Because the telephone conference line became disrupted and the Dispute Resolution Officer and the participants were unable to hear each other the tenant's applications for recovery of the cost of emergency repairs and for money owed or compensation for damage or loss in the sum of \$550.00 was not heard and is dismissed with leave to reapply.

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*.