



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

*MT, CNR, DRI, RR, MNR, OLC*

### **Introduction.**

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*, for an order to cancel the ten day notice to end tenancy and for additional time to do so. The tenant has also applied for a monetary order to be reimbursed for emergency repairs done, for an order directing the landlord to comply with the *Act* and to dispute a rent increase.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

At the start of the hearing the tenant informed me that she had moved out prior to the date of this hearing. Accordingly, the tenant's application to cancel the notice to end tenancy, to dispute a rent increase and for an order directing the landlord to comply with the *Act*, is moot and hereby dismissed. Therefore this hearing only dealt with the tenant's application for a monetary order for \$200.00 which she states is the expense she incurred to fix a backed up sewer.

The tenant filed evidence to support her claim, but did not serve the landlord with a copy of the evidence. Accordingly, I informed the tenant that pursuant to the rules of procedure, I was unable to use her evidence in the making of this decision.

### **Issues to be decided**

Is the tenant entitled to a monetary order for \$200.00?

**Background and Evidence**

This month to month tenancy started on March 28, 2011. Rent is \$350.00 due on the first of each month and does not include utilities. The tenant agreed that she did not pay rent for the months of March and April 2012.

The circumstances surrounding the sewage back up were discussed. The tenant stated that she paid a plumber \$200.00 to fix the problem. At first the landlord stated that the tenant caused the backup herself by disposing incompatible objects into the sewer system. Later, during the hearing the landlord agreed to pay the tenant \$200.00 but also requested the tenant to pay the outstanding rent. I informed the landlord that he was at liberty to file his own application to recover unpaid rent.

**Analysis**

The landlord agreed to reimburse the tenant \$200.00 towards the cost of emergency repairs. I grant the tenant an order under section 67 of the *Residential Tenancy Act* for this amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

**Conclusion**

I grant the tenant a monetary order in the amount of \$200.00.

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: April 12, 2012.

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Residential Tenancy Branch