



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, MNR, MNDC, OLC, ERP, RP, PSF, LRE, OPT, RR, O

### Introduction

This hearing was convened by way of conference call in response to an application made by the tenant for an order cancelling a notice to end tenancy for unpaid rent or utilities; for a monetary order for the cost of emergency repairs; for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; for an order that the landlords comply with the *Act*, regulation or tenancy agreement; for an order that the landlords make emergency repairs for health or safety reasons; for an order that the landlords make repairs to the unit, site or property; for an order that the landlords provide services or facilities required by law; for an order suspending or setting conditions on the landlord's right to enter the rental unit; for an Order of Possession of the rental unit or site; and for an order allowing the tenant to reduce rent for repairs, services or facilities agreed upon but not provided.

The tenant and one of the named landlords attended the conference call hearing, and both provided affirmed testimony. The tenant provided a large evidence package in advance of the hearing to the Residential Tenancy Branch and to the landlords. The parties were also given the opportunity to cross examine each other on the testimony and evidence provided, all of which has been reviewed and is considered in this Decision.

### Issue(s) to be Decided

- Is the tenant entitled to an order cancelling a notice to end tenancy for unpaid rent or utilities?
- Is the tenant entitled to a monetary order for the cost of emergency repairs?
- Is the tenant entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?
- Is the tenant entitled to an order that the landlords comply with the *Act*, regulation or tenancy agreement?
- Is the tenant entitled to an order that the landlords make emergency repairs for health or safety reasons?

- Is the tenant entitled to an order that the landlords make repairs to the unit, site or property?
- Is the tenant entitled to an order that the landlords provide services or facilities required by law?
- Is the tenant entitled to an order suspending or setting conditions on the landlords' right to enter the rental unit?
- Is the tenant entitled to an Order of Possession of the rental unit or site?
- Is the tenant entitled to an order allowing the tenant to reduce rent for repairs, services or facilities agreed upon but not provided?

### Background and Evidence

The parties agree that this month-to-month tenancy began in March, 2008 and the tenant still resides in the rental unit. Rent in the amount of \$807.00 per month is currently payable in advance on the 1<sup>st</sup> day of each month and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$375.00, which is still held in trust by the landlord, and no pet damage deposit was collected.

The landlord testified that the tenant had been served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities on March 9, 2012 which contained an expected date of vacancy of March 22, 2012. The notice was posted to the door of the rental unit and the tenant paid the rent in full in instalments during the month of March, 2012. The landlord told the tenant when the final instalment was made that the notice to end tenancy was cancelled and the tenancy would continue. No notices to end tenancy have been issued by the landlord since that date.

The tenant testified that the landlord did not specifically tell the tenant that the notice to end tenancy was cancelled. The tenant requests an order cancelling that notice to end tenancy. Further, the tenant found the notice taped to the door of the rental unit which was not in an envelope and was visible for all tenants in the complex to see. The tenant asks that any such notices be placed in the mailbox or taped to the door backwards so that the writing on any such documentation is not visible to other tenants who pass by the tenant's rental unit.

When asked about the remaining relief sought, the tenant responded that the tenant has an obligation to the citizens of this Province and the tenant wants an amicable resolution to this dispute. When asked about the tenant's application for a monetary order in the amount of \$500.00, the tenant replied that the amount is simply symbolic. The tenant's shower did not work, and the tenant made repairs.

The landlord testified that the landlord believes that the tenant may have had difficulties with the previous property management company that managed the rental complex, and the tenant's application does not apply to the new management company. The landlord further testified that the tenant is simply wanting to start anew with the new landlord (property managers), and the landlord is in agreement. The landlord agrees that the notice to end tenancy is cancelled.

### Analysis

In the circumstances, I find that even though the landlord's agents may not have made it clear to the tenant that the notice to end tenancy is cancelled, I find that the landlord has treated it as cancelled by neglecting to apply for dispute resolution and by neglecting to ask for an Order of Possession at this hearing. For clarity, and with the consent of the landlord, I order that the notice to end tenancy be cancelled.

The tenant did not advance any of the other claims before me, and therefore, I dismiss the remainder of the tenant's application without leave to reapply.

### Conclusion

For the reasons set out above, I hereby order that the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities issued on March 9, 2012 is hereby cancelled.

I further order that the remainder of the tenant's application is hereby dismissed.

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 04, 2012.

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Residential Tenancy Branch