



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF, RP

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- an order to the landlord to make repairs to the rental unit pursuant to section 33; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to cross-examine one another. The tenant's counsel confirmed that the landlord handed the tenant the 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) on May 29, 2012. The landlord confirmed that he received a copy of the tenant's dispute resolution hearing package sent by the landlord by registered mail on June 12, 2012. I am satisfied that the parties served these documents to one another in accordance with the *Act*.

Issues(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? Should an order be issued to the landlord to repair the rental unit? Is the tenant entitled to recover the filing fee for this application from the landlord?

Background and Evidence

This periodic tenancy for this rental unit commenced on February 1, 1996. Monthly rent is currently set at \$940.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$325.00 security deposit paid on September 6, 1994.

In the tenant's application for dispute resolution, he asserted that the landlord had not properly completed the 1 Month Notice. At the hearing, neither the landlord nor his agent disputed the tenant's claims that the landlord's 1 Month Notice was deficient because it did not contain:

- the landlord's name or service address;

- an effective date to end the tenancy; or
- the landlord's signature or the date of the 10 Day Notice.

The landlord sent a joint June 21, 2012 letter to the Residential Tenancy Branch (RTB) and the tenant's counsel stating that he was prepared to withdraw his 1 Month Notice and to compensate the tenant for his filing fee for this application.

Despite the entry of the landlord's June 21, 2012 letter into written evidence by the landlord, the landlord's agent advised at the hearing that the landlord was only willing to withdraw the 1 Month Notice on certain conditions. At the hearing, the landlord, his agent and the tenant's counsel entered into discussions to try to settle this dispute pursuant to section 63 of the *Act*. As they were unable to reach a settlement agreement, I have considered the oral and written evidence before me in reaching a decision regarding the tenant's application.

The tenant's counsel provided a written submission in which he outlined the deficiencies in the landlord's 1 Month Notice and the items which the tenant wished repaired. The tenant's counsel included the following items on this list:

- tiling around the tenant's bathtub which the landlord and his agent committed to repair within two weeks;
- the need for a properly closing entrance (fire) door which the landlord and his agent committed to repair within two weeks; and
- the repair of the smoke detector, which the landlord's agent testified has already been repaired.

The tenant's counsel testified that he understood that his client would be satisfied if the landlord implemented his commitments to repair the tile around his bathtub and the entrance door within the time frames stated by the landlord's agent.

Analysis

The *Act* requires that a notice to end tenancy issued by a landlord to a tenant be issued using the proper RTB form and contain prescribed information in that form. Based on the undisputed evidence provided by both parties and my review of the 1 Month Notice entered into written evidence by the tenant, I find that the 1 Month Notice was not completed properly by the landlord and does not comply with the requirements of the *Act*. I allow the tenant's application to cancel the landlord's 1 Month Notice with the effect that this tenancy continues.

Based on the evidence before me, I find that repairs are required to the tile around the tenant's bathtub and to the entrance door for this rental unit. I order that the landlord repair both of these items by July 13, 2012.

Since the tenant has been successful in his application, I allow the tenant a monetary award of \$50.00 to recover his filing fee from the landlord. To implement this award, I allow the tenant to reduce the next monthly rent payment for this tenancy by \$50.00.

Conclusion

I allow the tenant's application to cancel the 1 Month Notice with the effect that this tenancy continues.

I order the landlord to repair the tile around the tenant's bathtub and the tenant's entrance door to his suite by July 13, 2012. I order that the tenant reduce his monthly rent by \$25.00 per month commencing in August 2012 if the tile repair is not completed by August 1, 2012. I order that the tenant reduce his monthly rent by \$25.00 per month commencing in August 2012 if the landlord's repair of the tenant's entrance door is not completed by August 1, 2012. These rent reductions remain in place until the month after these repairs are completed at which time the regular monthly rent is reinstated.

I allow the tenant to recover his \$50.00 filing fee by reducing his next scheduled rent payment by \$50.00 for one month only.

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: June 28, 2012

Residential Tenancy Branch