

DECISION

Dispute Codes CNC, OLC, ERP, RP

Introduction

This is an application filed by the Tenant for an order cancelling a notice to end tenancy, an order for the Landlord to comply with the Act, regulation or tenancy agreement, have the Landlord make emergency repairs for health or safety reasons and to make repairs to the unit, site or property.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended the hearing by conference call and have confirmed receipt of the notice of hearing and evidence packages submitted, I am satisfied that both parties have been properly served.

At the beginning of the hearing the Tenants stated that they were both ill and wished to adjourn the hearing to another date. The Landlord disputes this. Both parties dispute the details of the notice to end tenancy and its reasons. Both parties failed to provide a copy of the 1 month notice to end tenancy issued for cause dated July 3, 2012. The hearing was adjourned for the Tenants illness and for both parties to have a chance to submit the notice as the details on the notice are in dispute.

The hearing was reconvened on August 31, 2012 at 1:00 pm. On this date both parties attended and the Tenant requested an adjournment so that he could go to "prayers". The Landlord disputes this. When asked, when he had to go to prayers, the Tenant stated that it was at 1:30 pm on this date. The Tenant began to cite many unrelated issues about why the hearing could not proceed. At 1:20 pm, the Tenant was asked why he attended if he was going to go to prayers today. He stated that he wanted to participate, but could not. The Tenant stated that he thought it was very important to attend to make sure his view was heard. I asked if he could still go to prayers, but he stated that he didn't have to now as it was past 1:30pm. The adjournment request was no longer required as per the Tenant and the hearing proceeded.

The Tenant filed a late amendment received August 12, 2012 to his application to withdraw the request for the Landlord to comply with the Act and was confirmed on the August 31, 2012 adjournment date.

During the hearing, the Landlord made an oral request for an order of possession to end the tenancy as soon as possible.

Issue(s) to be Decided

Is the Tenant entitled to an order to cancel the 1 month notice to end tenancy issued for cause?

Is the Tenant entitled to an order for the Landlord to make emergency repairs?

Is the Tenant entitled to an order for the Landlord to make repairs?

Is the Landlord entitled to an order of possession?

Background, Evidence and Analysis

Both parties agreed that the Tenancy began on January 5, 2012 and that no signed tenancy agreement exists. Both parties indicate in their direct testimony that it was a verbal agreement and that monthly rent was \$600.00 that was payable on the 1st of each month.

The Landlord states that the Tenant was served with the 1 month notice to end tenancy on July 3, 2012, but the Tenant disputes that he was not served until July 4, 2012. Both parties agreed that the notice was dated July 3, 2012 and that it had a stated effective date of July 31, 2012. Both parties were informed that this was corrected under the Act to August 31, 2012. The Landlord states that two reasons for cause were selected.

The first reason: Tenant is repeatedly late paying rent. The Tenant dispute this. Both parties agreed that rent has always been paid in cash. The Landlord states that he has submitted into evidence copies of receipts that show rent payments were late and that receipts were issued. February 7, 2012, rent paid \$500.00, \$100.00 outstanding, March 11, 2012 rent paid \$400.00, balance owing for February \$100.00 and balance owing for March 2012 of \$200.00, a total balance owing \$300.00 and April 17, 2012 \$800.00 paid. All of the receipts were signed and dated. The Tenant states that the Landlord is lying. The Tenant stated that since the Landlord was unwilling to provide him with receipts for cash rent payments that he made his own and had the Landlord sign them. The Tenant later, then changed his mind and stated that the Landlord refused to sign them. The Landlord disputes this. The Tenant has not provided any documentary evidence to support this.

I find on a balance of probabilities based upon the testimony of both parties and the documentary evidence submitted that the Landlord has established his reason for cause of "Tenant is repeatedly late paying rent." The notice dated July 3, 2012 is upheld. The Tenant's application to cancel the notice is dismissed without leave to reapply. As a

finding has been made on this reason, the Landlord's second reason for cause was not considered in the making of this decision.

The Landlord is entitled to an order of possession. The Landlord is granted an order of possession. The Tenant must be served with the order of possession. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The Tenant has also made numerous requests in his direct testimony for monetary compensation because the Landlord did not make repairs for any of his requests in a timely manner. As there has been no application, evidence of details or notice filed in the Tenant's dispute for the Landlord or the RTB, the monetary claim is refused.

As for the Tenant's requests for the Landlord to make emergency repairs for health or safety concerns and repairs to the unit, site or property. The Landlord has stated that as he is only been given a list of a leaky hose on the exterior of the house, a defective smoke detector and a dirty carpet through the photographs submitted in the Tenant's application. He states that they have all been repaired save the carpet. The Landlord argues that the carpet was shampooed after the Tenant expressed some concerns before they moved in and that the Tenant then moved in afterwards. The Landlord disputes that the Tenant ever notified them of any other concerns until the filing of this application. The Tenant states that the Landlord did attend to make the repairs, but questions if the repairs were made properly. The Tenant has not filed any supporting material. As the Tenancy is at an end I decline to make any orders for emergency repairs/repairs to the unit or property.

Conclusion

The Tenant's application is dismissed.
The Landlord is granted an order of possession.

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: August 31, 2012.

Residential Tenancy Branch