



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, ERP, RP, PSF, FF

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a Notice to End Tenancy – Section 46;
2. An Order for the Landlord to make emergency and other repairs to the unit – Section 32;
3. An Order for the Landlord to provide services or facilities required by law – Section 65;
4. An Order to recover the filing fee for this application - Section 72;
5. Other.

The Tenant and Landlord were each given full opportunity to be heard, to present evidence and to make submissions.

Preliminary Matter

During the Hearing the Tenant requested compensation for loss of quiet enjoyment and other losses in relation to a tree falling on the unit. As this claim was not included in the application nor was any monetary amount noted or claimed in the application, I decline to consider this request and the Tenant is at liberty to reapply on this claim.

Issue(s) to be Decided

Is the Notice to End tenancy valid?

Is the Landlord required to make emergency or other repairs?

Is the Landlord required to provide services or facilities?

Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

The following are undisputed facts: The tenancy started in November 2011. Rent of \$1,000.00 is payable monthly. No security deposit was collected by the Landlord.

The Parties agree that May 2012 rent was unpaid. The Landlord states that the Tenant failed to pay June and July 2012 rent and a period of utilities. The Parties agree that a 10 day a notice to end tenancy for unpaid rent was served on the Tenant in person on either August 7 or 8, 2012.

The Tenant states that June rent was paid and provided a copy of a bank payment slip showing the amount of \$1,000.00 being deposited to the Landlord's account. The Tenant states that he also paid July 2012 rent but that when a tree fell on the unit on July 19, 2012, the cheque was stopped.

Analysis

Section 26 of the Act provides that a tenant must pay rent whether or not the landlord complies with the Act, the regulations or the tenancy agreement. Based on the evidence of the Tenant that the July 2012 rent cheque was cancelled after the tree fell on the unit, I find that the Tenant failed to pay rent as required and that the Notice is valid. The tenancy has therefore ended and the tenant must move out of the unit. As the tenancy has ended, I dismiss the Tenant's application.

As the validity of the Notice has been determined on the basis of unpaid rent, I find that it is unnecessary to consider the matter of utilities.

Conclusion

The Notice is valid and the tenancy is ended.

The Tenant's application is 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: August 22, 2012.

Residential Tenancy Branch