



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, MNDC, MNSD, RR

Introduction

This hearing was convened in response to an application filed by the tenant seeking:

1. To cancel a Notice to End Tenancy given for landlord's use of the property;
2. A monetary Order for compensation for damage or loss in the sum of \$5,000.00;
3. An Order that the landlord return the tenant's security deposit; and
4. An Order that the tenant be allowed to reduce her rent for repairs, services or facilities agreed upon but not provided.

Both parties appeared at the hearing of this matter and gave evidence under oath.

Issue(s) to be Decided

Has the landlord met the burden of proving cause to end this tenancy? Has the tenant met the burden of proving that the landlord should pay compensation to the tenant? Should the security deposit be returned to the tenant? Should the tenant be allowed to reduce her rent for services agreed upon but not being provided?

Background and Evidence

This tenancy began on or about January 15, 2012. The parties gave evidence that the pipes to the rental building froze and the tenant was without water for 3 months. During this period the tenant paid no rent.

On July 10, 2012 the tenant was served with a 2 month Notice to End Tenancy for Landlord's use of Property. In that Notice the landlord stated that she had all the necessary permits and approvals required by law to demolish the rental unit or repair the rental unit in a manner that requires the unit to be vacant. The tenant disputes this notice stating that it is unnecessary for the landlord to end the tenancy simply because she wishes to replace barn dry-wall.

At the hearing of this matter the landlord stated that she does not have permits or approvals because no such permits or approvals are required in the area. The landlord added that in addition to replacing dry-wall they will be investigating the cause of the pipes freezing and this will mean digging up the pipes to the rental property during which time there will be no water to the property. The landlord submits that this is a rural property with extensive piping.

The tenant stated that it was not until she filed this application that the landlord stated that water line investigation was the purpose of the issuance of the notice. The tenant added that she has lived without water previously and can continue to do so for the day or two during which time the water might have to be shut down to investigate the cause of the freezing problems.

The landlord says further that the tenant contacted the Shuswap Regional District to report her rental unit as being illegal and the landlord is now being required to remove the stove and have the tenant vacate the suite.

With respect to her claim for \$5,000.00 in compensation the tenant is seeking recovery of her security deposit, compensation for moving costs she anticipates incurring and \$35.00 for the loss of the internet services promised to her. The tenant produced an email from the landlord agreeing that the tenant could use the landlord's internet services in lieu of a phone land line being installed. However, the tenant says she has been without internet for a month.

Analysis

I find that the landlord has failed to supply sufficient evidence to show that the suite must be vacated for the purpose stated in the Notice to End Tenancy. The landlord has failed to prove that permits and/or approvals are not required to engage in the planned renovations nor has she supplied sufficient evidence to show that the renovations are so extensive that vacant possession of the rental unit is required. The tenant's application to cancel the Notice to End Tenancy is therefore allowed. The effect of this decision is that this tenancy shall continue as though no notice had been issued.

As this tenancy is continuing the tenant's application for recovery of her security deposit and for anticipated moving costs are also dismissed.

I find the tenant has shown that the landlord did agree to supply internet services. The evidence shows that the tenant has been without those services and I will allow the tenant to deduct \$35.00 from her next rental payment as compensation for this loss. If

the landlord does not re-establish the internet connection forthwith the tenant is at liberty to make a further application for compensation in this regard.

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 13, 2012.

Residential Tenancy Branch