



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNR, MNR

### Introduction

This was a hearing with respect to the tenants' application to cancel a 10 day Notice to End Tenancy for unpaid rent and for a monetary order for the cost of emergency repairs. The hearing was conducted by conference call. The named tenant and the landlords called in and participated in the hearing

### Issue(s) to be Decided

Should the Notice to End Tenancy dated December 21, 2012 be cancelled?  
Are the tenants entitled to a monetary order for emergency repairs?

### Background and Evidence

The rental unit is a strata title apartment in Squamish. The Monthly rent is \$800.00, payable on the first of each month. The tenants have not paid rent for November, December or for January. On December 21, 2012 the landlords served the tenant with a 10 day Notice to End Tenancy for unpaid rent in the amount of \$1,600.00. The tenants applied to dispute the Notice to End Tenancy; they claimed that they have had to pay \$1,517.00 in emergency repairs to the front door of the suite: "due to the fact that our insurance is null and void without the fire rating on the door".

The landlords replaced the front door in October, but the tenant said it is not adequate. The tenants have not in fact replaced the front door. They did not provide any documentary evidence to support their assertion that their insurance was null and void or had been cancelled. The tenant claimed to have paid a deposit on a replacement door.

### Analysis and Conclusion

The *Residential Tenancy Act* contains provisions regarding emergency repairs. A tenant may only deduct amounts that have been expended for emergency repairs in the circumstances set out in section 33 of the *Act*. The *Act* requires that the tenant give the

landlord a written account of the emergency repairs, accompanied by a receipt for each amount claimed.

The tenants have not performed any emergency repairs; they are not entitled to withhold rent payments and they are not entitled to a monetary order. I find that there is no basis to cancel the 10 day Notice to End Tenancy for unpaid rent and the tenants' application to cancel the Notice to End Tenancy is therefore dismissed without leave to reapply.

Section 55 of the *Residential Tenancy Act* provides as follows:

**55** (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant an order of possession of the rental unit to the landlord if, at the time scheduled for the hearing,

(a) the landlord makes an oral request for an order of possession, and

(b) the director dismisses the tenant's application or upholds the landlord's notice.

I have dismissed the tenant's application to dispute the landlord's Notice to End Tenancy. The landlord made an oral request for an order of possession at the hearing. Pursuant to section 55 I grant the landlord an order for possession effective two days after service upon the tenants. This order may be registered in the Supreme Court and enforced as an order of that court.

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: January 24, 2013

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Residential Tenancy Branch

