



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Codes: CNR DRI MT OLC RP

Introduction:

This was an application by the tenant for an Order to Cancel a Notice to End the Tenancy for unpaid rent dated April 5, 2013 and an Order compelling the landlord to make certain repairs. The landlords applied for an Order for Possession, a Monetary Order. Both parties attended the application.

Issues:

Are the landlords entitled to an Order for Possession and Monetary Order?
Is the tenant entitled to repair Orders?

Background and Evidence:

The tenancy began on April 1, 2012 with rent in the amount of \$ 500.00 due in advance on the first day of each month. The tenant paid a security deposit of \$ 250.00 on April 1, 2012. The landlord C.G. testified that she served the tenant with her Notice to End the Tenancy on April 5, 2013 by handing it to him. Both parties admitted service of their respective applications. At the hearing the landlord C.G. testified that only January's rent was unpaid and that she felt sorry for the tenant on previous occasions by lending him money. The landlord continued to accept rent from the tenant after January 2013.

The tenant testified that his unit was broken into and all his money was stolen and therefore he failed to pay rent for January. He testified that the landlord told him to forget about rent for January out of compassion. He admits not paying rent for January. He testified that the furnace failed in February and has not been repaired. He has been without heat for months. He testified that there are inadequate smoke detectors, and a broken stove range. He also testified that the fire extinguisher(s) have expired.

The landlord admitted knowing that the furnace was broken but claimed to have given the tenants a space heater, admitted that there were inadequate smoke detectors and

testified that she was unaware that the fire extinguisher(s) were expired. The landlord did not comment on the stove.

Analysis:

The tenant admitted not paying any rent for January 2013 and I find that nothing the landlord said or did waived his obligations to do so or would give the tenant the impression that the landlord would not seek to enforce the Notice to End the Tenancy herein. I have therefore dismissed the tenant's application to cancel the Notice. Based on the above facts I find that the landlord is entitled to an order for possession effective on May 31, 2013 as the landlord had accepted rent for May. I find that the landlords have established a claim for unpaid rent totalling \$ 500.00 for the month of January, 2013. The landlords are entitled to recover the \$50.00 filing fee for this application for a total claim of \$ 550.00. As I have ended the tenancy I have dismissed the tenant's other applications for repair. The tenant may have a remedy by way of a monetary claim against the landlord for failure to make these repairs during the tenancy.

Conclusion:

I have granted the landlords an Order for Possession. This order may be filed in the Supreme Court and enforced as an Order of that Court. I order that the landlords retain the deposit and interest of \$ 250.00 and I grant the landlords an order under section 67 for the balance due of \$ 300.00. This order may be filed in the Small Claims Court and enforced as an order of that Court. This Decision and all Orders must be served on the tenant as soon as possible. I have dismissed all of the tenant's applications herein.

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: May 06, 2013

Residential Tenancy Branch