



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, OLC, RP, LRE, FF, O

### Introduction

This is an application filed by the Tenant for an order cancelling the notice to end tenancy issued for unpaid rent or utilities, for an order for the Landlord to comply with the Act, regulation or tenancy agreement, for the Landlord to make repairs to the unit, site or property, to suspend or set conditions on the Landlord's right to enter the rental unit and the recovery of the filing fee.

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

At the beginning of the hearing, the Tenant withdrew his request for an order for the Landlord to comply with the Act, regulation or tenancy agreement. No further action is required for this portion of the Application.

During the hearing the Landlord stated that he wished for the end of the tenancy and to obtain an order of possession.

### Issue(s) to be Decided

Is the Tenant entitled to an order cancelling the notice to end tenancy?

Is the Tenant entitled to an order to make repairs?

Is the Tenant entitled to an order suspend or set conditions on the Landlord's right to enter the rental unit?

Is the Landlord entitled to an order of possession?

### Background and Evidence

Both parties agreed that no signed tenancy agreement exists, but that the monthly rent is \$1,600.00.

Both parties have confirmed that the Landlord served the Tenant with a 10 day notice to end tenancy dated May 7, 2013 on May 7, 2013 in person. The notice states that the Tenant was in arrears for a total of \$1,170.00. The notice also displays an effective date of May 12, 2013. The Landlord clarified that the arrears consists of \$220.00 for April 2013 and \$950.00 for May 2013. The Tenant confirmed that no rent has been paid since he was served with the notice.

The Tenant states that over the last 3 years he has not had a working furnace to provide heat, a broken dryer door, a non functioning oven, a backed up toilet and a front door with no lock. The Landlord disputes this claim.

The Tenant states that the Landlord “always come in within warning, walk in the house without invite (Come late 10:30 pm on Monday Mar 6-2013)”. The Landlord disputes this claim.

### Analysis

I accept the undisputed testimony of both parties and find that the Tenant has been properly served with a 10 day notice to end tenancy issued for unpaid rent. The Tenant confirmed in his direct testimony that he has not paid the entire rent. On this basis, I find the Tenant has failed to establish a claim to cancel the notice to end tenancy. The Tenant's Application is dismissed without leave to reapply. I find that the notice to end tenancy is upheld and the Landlord is entitled to an order of possession for unpaid rent. The Landlord is granted an order of possession. The Tenant must be served with the order. 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.

I find that the Tenant has failed to provide sufficient evidence to support the claims for repairs to suspend or set condition on the Landlord's right to enter. As the Tenancy is coming to an end, the Tenant's Application are dismissed without leave to reapply.

### Conclusion

The Tenant's Application is dismissed without leave to reapply.  
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: June 05, 2013

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Residential Tenancy Branch

