



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

Tenants' application (filed June 5, 2013): CNR; OLC; PSF; RP

Landlord's application (filed June 10, 2013): MNR; OPR

Introduction

This Hearing was convened to consider cross applications. The Tenants seek to cancel a 10 Day Notice to End Tenancy issued June 1, 2013; an Order that the Landlord comply with the Act, regulation or tenancy agreement; an Order that the Landlord provide services or facilities as required under the Act; and an Order that the Landlord make regular repairs to the rental unit.

The Landlord seeks an Order of Possession and a Monetary Order for unpaid rent.

The parties gave affirmed testimony at the Hearing.

It was determined that the Tenants received the Landlord's Notice of Hearing package on June 21, 2013, by registered mail, and that the Landlord received the Tenants' Notice of Hearing package, by hand delivery, on June 10, 2013.

Issues to be Decided

- Should the Notice to End Tenancy issued June 1, 2013, be upheld or canceled?
- Is the Landlord entitled to a Monetary Order for unpaid rent?
- Are the Tenants entitled to an Order that the Landlord comply with the Act and complete repairs to the rental unit, shampoo the carpets and provide the Tenants with a working smoke alarm and another set of keys to the rental unit?

Background and Evidence

This tenancy began on May 15, 2013. Monthly rent is \$600.00. The Landlord testified that rent is due in advance on the last day of the month. The Tenant testified that rent is due on the first day of each month. Neither party provided a copy of the tenancy agreement in evidence.

The Landlord testified that the Tenants did not pay all of June's rent when it was due, so he issued a Notice to End Tenancy on June 1, 2013 (the "Notice"), and served the Tenants with the Notice on June 1, 2013.

The Tenant stated that she paid the Landlord \$300.00 towards June rent on May 24, 2013, and that she attempted to pay \$150.00 to the Landlord on May 31, 2013, but the Landlord refused to accept the rent payment.

The Tenant stated that a third party (the "Ministry") is going to pay the rent directly to the Landlord. The Landlord stated that he recently received \$600.00 for July rent and \$214.00 towards June rent from the Ministry.

The Tenant stated that the Landlord promised to install baseboards and lay new floors at the beginning of the tenancy, but the Landlord has not installed baseboards. She stated that the Landlord put new floors down, but there are gaps in the floor, which is a safety hazard. The Tenant testified that there are no face plates on the electrical outlets and no working smoke alarm. She testified that the Tenants spent more than 20 hours cleaning and painting the rental unit at the beginning of the tenancy. The Tenant said that the carpets were dirty when they moved in.

The Tenant testified that the Landlord only gave her one set of keys for the rental unit and told her that she was responsible for the cost of getting a second set cut for the other tenant.

Analysis

Regarding the Landlord's Application

The parties disagreed with when the rent was due. The Notice indicates that rent was due on the 1st of June, 2013. Therefore, I find that rent is due on the first day of each month. Rent can be paid up until midnight on the day that it is due. Therefore, I find that the Notice is not an effective notice because at the time that it was issued, rent was not due. Furthermore, the Landlord accepted a rent payment from the Ministry without advising the Tenant that it was for use and occupancy only and therefore I find that the Landlord reinstated the tenancy.

The Notice is canceled and the Landlord's application for an Order of Possession is **dismissed**. The tenancy will continue until it is ended in accordance with the provisions of the Act. **The Tenant is warned that rent must be paid when it is due.**

I find that the Landlord is entitled to a Monetary Order for unpaid rent for June, 2013, in the amount of **\$86.00** (\$600.00 - \$300.00 - \$214.00).

Regarding the Tenant's Application

The Tenant's application to cancel the Notice is granted.

I accept the Tenant's undisputed testimony with respect to the unfinished repairs and the fact that there is no working smoke detector in the rental unit. **I hereby Order the Landlord comply with Section 32 of the Act and to complete installing the floors and the baseboards, install face plates on the electrical outlets, shampoo the carpets and provide the rental unit with a working smoke detector.**

The Act requires landlords to provide tenants with means of access to a rental unit. I am satisfied that there are two Tenants in this tenancy, because the Landlord named both of them on the Notice and on the Landlord's Application. Therefore, **I order the Landlord provide the Tenants with an additional key forthwith.**

If the Landlord does not comply with the above orders within a reasonable time, the Tenants are at liberty to file another Application for monetary compensation.

Conclusion

The Notice to End Tenancy for Unpaid Rent issued June 1, 2013, is canceled.

I hereby provide the Landlord an Order with a Monetary Order in the amount of **\$86.00** for service upon the Tenants. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I hereby Order the Landlord comply with Section 32 of the Act and to complete installing the floors and the baseboards, install face plates on the electrical outlets, shampoo the carpets and provide the rental unit with a working smoke detector. I further order the Landlord provide the Tenants with an additional key to the rental unit forthwith.

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: July 19, 2013

Residential Tenancy Branch