



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, ERP, FF, MNDC, MNR, RP

Introduction

This hearing dealt with an application by the tenant seeking to have a Ten Day Notice for Unpaid Rent or Utilities set aside, an order to have the landlord conduct emergency repairs for health and safety reasons, an order to have the landlord conduct repairs to the unit, site or property, a monetary order to cover the costs of the emergency repairs and a monetary order for money owed or compensation for damage or loss suffered under the Act, regulation or tenancy agreement. The tenant participated in the conference call hearing but the landlord(s) did not. The tenant presented evidence that the landlord was served with the application for dispute resolution and notice of hearing by registered mail on July 17, 2013. I found that the landlord had been properly served with notice of the tenants claim and the date and time of the hearing and the hearing proceeded in their absence. The tenants gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to any of the above under the Act, the regulation or the tenancy agreement?

Background and Evidence

The tenants gave the following testimony:

The tenancy began on or about March 15, 2013. Rent in the amount of \$3900.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$1950.00. The tenants stated that there have been ongoing issues with severe water damage in the house. The landlord issued the tenants a notice for unpaid rent on July 8, 2013. The tenants stated that rent was not paid as the parties were in discussions as to who would pay for the work and who would be responsible for organizing the contractor to conduct the work. The tenants stated that they have been working diligently with the landlord and that both parties have come to an agreement. The tenants wish to only have the notice cancelled and to withdraw the balance of their claim with leave to reapply if they are unable to facilitate the agreement.

Analysis

The tenants provided evidence that the landlord was in agreement to have the tenants withhold rent and apply that rent to the contractor of their choice and that the balance of costs would be paid by the landlord when provided with proper invoices. I accept the undisputed evidence and testimony of the tenants and find that the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated July 8, 2013 is of no effect or force. The Notice is set aside.

As the tenant wishes to continue the positive relationship with the landlord and the strides that they have taken to come to an agreement I grant the tenants request and dismiss the remainder of their claim with leave to reapply.

The tenants were not successful in all aspects of their claim and I therefore decline their request to recover the costs of filing this application. The tenants must bear the cost of the filing fee.

Conclusion

The Notice is set aside. The tenancy continues.

The remainder of the tenants' application is dismissed with leave to reapply.

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 19, 2013

Residential Tenancy Branch

