



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDC, RP, ERP and FF

Introduction

This application was brought by the tenant on July 26, 2013 seeking to have set aside a one month Notice to End Tenancy for cause served in person on July 19, 2013 and setting an end of tenancy date of September 1, 2013. The tenant also sought an order for repairs and emergency repairs, a monetary award for loss or damage under the legislation for rental agreement and recovery of the filing fee for this proceeding.

At the commencement of the hearing, the parties confirmed the 30-day Notice to End Tenancy served by the tenant on the landlord on August 15, 2013 which had been included in the landlord's evidence package. The tenant stated that, at the time of the hearing, he was one or two loads away from completing the move. The tenant said rent was paid to September 14, 2013 and he would be completing cleaning and returning the keys on that day.

The parties agreed that the landlord would be issued with an Order of Possession to take effect on September 14, 2013. As the end of the tenancy is imminent, all matters except for the tenant's monetary claim are rendered moot.

Issue(s) to be Decided

This matter now requires a decision on whether the tenant is entitled to a monetary award for the claims submitted.

Background, Evidence and Analysis

This tenancy began on August 15, 2008. Rent was \$750 per month, increased to \$775 on August 1, 2013, and the landlord holds a security deposit of \$375 paid at the beginning of the tenancy.

During the hearing, the tenant requested compensation of \$350 for items, on which I find as follows:

Loss of use of washing machine. The tenant stated that, during a period the previous winter when he believed the landlords were vacationing in Mexico, the washing machine broke down which he replaced on the intention that he would take the new one with him when he moved. The landlord stated that she had not been away at the time and the tenant had a number for an emergency contact person who he had not called. In addition, she said there was a second washing machine in the rental unit that she could easily have had installed if she had known about the breakdown. I find that the tenant did not give the landlord an opportunity to effect repairs and this claim is dismissed.

Failure to mow the lawn. The tenant claims compensation as the lawn had not been mowed for a period as had customarily been done by a service arranged by the landlord. The landlord stated that her attention had been diverted when her daughter had been injured in an accident and hospitalized out of town, but she had mowed the grass herself at an early opportunity. She stated that the task had been made more difficult by the presence of droppings from the tenant's unauthorized large dog. I find that this brief interruption of lawn service does not warrant monetary compensation.

Delay in removing wasp nest. The tenant stated that when the landlord served him with the Notice to End Tenancy for cause, he informed her of a wasp nest in the dormer above the front entry and asked that it be removed by the following day as he wife is allergic to wasp and bee stings. The landlord stated that she had been unable to engage anyone to remove it that quickly, but it was subsequently removed. I find that the delay does not warrant monetary compensation and the claim is dismissed.

In general, on a number of the items listed on the tenant's application, I find that the landlord demonstrated a pattern of responding in a reasonable time and manner to such matters as were brought to her attention.

Conclusion

By agreement, the landlord's copy of this Decision is accompanied by an Order of Possession to take effect at 1 p.m. on September 14, 2013.

The remaining items on the tenant's application are dismissed without 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: September 04, 2013

Residential Tenancy Branch

