



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Ancom Industries
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ERP, CNC,

Introduction

This hearing dealt with the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking an order cancelling a 1 Month Notice to End Tenancy for Cause (the "Notice") and an order requiring the landlord to make emergency repairs.

The tenant appeared at the hearing; the landlord did not appear.

The tenant testified that she served the landlord with her Application for Dispute Resolution and Notice of Hearing by registered mail on October 10, 2013. The tenant supplied testimony of the tracking number of the registered mail and, in response to my question, she stated that the registered mail was sent to the landlord's address listed on the Notice.

I find the landlord was served notice of this hearing in a manner complying with section 89 of the Residential Tenancy Act (the "Act") and the hearing proceeded in the landlord's absence.

The tenant was provided the opportunity to present her evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the tenant entitled to an order requiring the landlord to make an emergency repair and to an order cancelling the 1 Month Notice?

Background and Evidence

The tenant's undisputed evidence shows that this tenancy began 5 ½ years ago and that the tenant's monthly rent is \$635.

The tenant's relevant documentary evidence included a copy of the 1 Month Notice.

As to the tenant's request to cancel the 1 Month Notice to End Tenancy for Cause, the Notice was dated September 23, 2013, and listed an effective move out date of October 31, 2013.

There was no evidence from the landlord as to when the Notice was issued to the tenant.

The causes listed on the Notice alleged that the tenant significantly interfered with or unreasonably disturbed another occupant or the landlord.

The tenant disputes the reason noted on the 1 Month Notice to End Tenancy and requested that the tenancy continue.

As to the tenant's request for an emergency repair, the tenant submitted that her oven door falls off every time she opens the oven door. The tenant said she has requested the landlord fix the oven door, and instead of the repair, the landlord issued the tenant the 1 Month Notice.

Due to these circumstances, the tenant is seeking an order that the oven door be repaired.

The landlord provided no evidence for this proceeding and did not appear.

Analysis

The landlord had the burden of proving that the 1 Month Notice to End Tenancy for Cause had merit. In the absence of the landlord or any evidence from the landlord to support the grounds listed in the notice to end tenancy, I find that it must be set aside.

The tenant's application is granted and the 1 Month Notice to End Tenancy for Cause dated September 23, 2013, is cancelled and is of no effect or force.

As to the issue of ordering the landlord to make an emergency repair to the rental unit, Section 32 of the *Act* requires that a landlord must provide and maintain a rental unit in a state of repair that complies with the health, safety, and housing standards required by law and having regard for the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

I do not find that the matter of the broken oven door to be an emergency as defined under section 33; however, I find that the landlord is required to make the repair to comply with section 32 of the Act so that the oven complies with health, safety and housing standards.

I therefore order the landlord to repair the oven door effective immediately, within 10 days of this Decision, pursuant to section 62 of the Act.

If the landlord has not repaired the oven door within 10 days of this Decision, the tenant is at liberty to file an application for dispute resolution seeking compensation or for an order allowing a reduction in rent.

Conclusion

The tenant's application is granted and the 1 Month Notice to End Tenancy for Cause dated September 23, 2013, is cancelled and is of no effect or force. The tenancy continues until it may otherwise end under the Act.

The landlord is ordered to repair the oven door, effective within 10 days of the Decision.

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* and is being mailed to both the applicant and the respondent.

Dated: October 30, 2013

Residential Tenancy Branch

