



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC, FF, CNC, ERP, MNDC, MT

### Introduction

This hearing dealt with cross applications. The landlord is seeking an order of possession. The tenants have filed an application seeking to have a One Month Notice for Cause set aside, an order to have the landlord conduct emergency repairs, and a monetary order. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

### Issues to be Decided

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

### Background and Evidence

The tenancy began on or about May 1, 2013. Rent in the amount of \$1200.00 is payable in advance on the first day of each month. No security deposit was requested.

The landlords gave the following testimony:

The landlords stated that the tenants have littered the yard with garbage and debris since moving in. The landlord stated that the tenants hold yard sales for weeks at a time. The landlords stated that the unit requires electrical and water repairs to be conducted. The landlord stated that he has issued the tenants many warning letters. The landlord stated that on September 18, 2013 he posted a One Months Notice to End

Tenancy with an effective date of October 31, 2013 on the tenants' door and now seeks an order of possession.

The tenants gave the following testimony:

The tenants stated that they have not received any warning notices from the landlord. The tenants stated that they had a few yard sales in the summer only. The tenants stated that they have lived without electricity and water since moving in. The tenants stated that they are willing to pay for the utilities but the provider requires the landlord to open an account for the initial month and thereafter can be transferred to the tenants.

### Analysis

When a landlord issues a notice to end tenancy for cause they must provide evidence to support their claim. The landlord did not provide any documentary or witness evidence to support his claim. The landlord did not even provide both pages of the notice; the landlord only submitted page 2. In the landlords own testimony he confirmed that the tenants have made regular payments and that the unit is without electrical and water service. Based on the above and on the balance of probabilities I hereby set aside the notice dated September 18, 2013 with an effective date of October 31, 2013; it is of no effect or force.

A landlord must provide a service or facility that is essential to the tenants' use of the rental unit as living accommodation as stated in the Residential Tenancy Policy Guidelines. Section 33 of the Act addresses the issue before me as follows:

### **Emergency repairs**

**33** (1) In this section, "**emergency repairs**" means repairs that are

(a) urgent,

(b) necessary for the health or safety of anyone or for the preservation or use of residential property, and

(c) made for the purpose of repairing

(i) major leaks in pipes or the roof,

(ii) damaged or blocked water or sewer pipes or plumbing fixtures,

(iii) the primary heating system,

(iv) damaged or defective locks that give access to a rental unit,

(v) the electrical systems, or

(vi) in prescribed circumstances, a rental unit or residential property.

I hereby order the landlord to immediately undertake in having electrical and water repairs conducted and service provided to the tenants as required to meet with health, safety and housing standards required by law.

The tenants made an application for a monetary order however no documentation or testimony referred to that claim. I gave the tenants an opportunity to make any closing comments in which they declined to do. As the tenants were silent on that portion of their claim I hereby dismiss their monetary claim.

### Conclusion

The One Month Notice to End Tenancy for Cause dated September 18, 2013 with an effective date of October 31, 2013 is set aside. The landlords' application is dismissed in its entirety. The landlord is ordered to provide water and electrical service to the tenants immediately and to conduct any required repairs.

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: November 12 2013

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Residential Tenancy Branch

