



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNT CNC RP

Introduction

This hearing dealt with an application by the tenant to cancel a notice to end tenancy for cause, an extension of time to apply to cancel and an order for repairs. The tenant attended the teleconference hearing but the landlord did not.

The tenant stated that the landlord was served with the application for dispute resolution and notice of hearing by registered mail on December 18, 2013. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I accepted the tenant's testimony regarding service, found that the landlord was deemed served with notice of the hearing on December 23, 2013 and proceeded with the hearing in the absence of the landlord.

Preliminary Issues

Extension of Time and Notice to End Tenancy

The tenant stated that she received the notice to end tenancy for cause on or about November 30, 2013. She noted at that time that the landlord had not indicated any cause(s) for ending the tenancy, so the tenant was not sure whether she had to dispute the notice. The tenant filed her application on December 18, 2013. When a tenant receives a notice to end tenancy for cause, the tenant has 10 days from the date they were served the notice to make an application to dispute the notice. In this case the tenant applied eight days late.

The second page of the notice does not indicate any cause(s) for ending the tenancy, and therefore the notice to end tenancy is not valid. As I have found that the notice is not valid, it was not necessary for me to consider whether the tenant required an extension of time to dispute the notice. The notice to end tenancy dated November 30, 2013 is cancelled.

Issue(s) to be Decided

Should I order the landlord to do repairs?

Background and Evidence

The tenant stated that the tenancy began in September 2013, and when the tenancy began there were bedbugs in the rental unit. The landlord had the unit sprayed once, in mid-November 2013, but the bedbugs were not exterminated and still infest the unit.

The tenant stated that electrical repairs are required, as sparks come out of the light fixtures when the lights are turned on and off. The tenant stated that this is hazardous, and needs immediate repair. The tenant stated that the hot water tank is leaking and requires repairs.

The tenant stated that she has repeatedly texted the landlord to request repairs, but the landlord responds that he doesn't want any drama, he just wants the tenant to pay the rent, she shouldn't complain, and if she doesn't like it she should move out.

The tenant indicated in the details of dispute section of her application for dispute resolution that she sought repairs for the bedbugs, the electrical system and the leaking hot water tank.

Analysis

I find that it is necessary for me to order the landlord to do repairs. The tenant clearly outlined in her application that these items needed attention, and I accept the evidence of the tenant that she repeatedly requested repairs but the landlord refused to address these issues.

I order the landlord to repair the electrical system in the unit immediately, as this is a dangerous deficiency. If the landlord does not by February 14, 2014 complete repairs to the electrical system so that sparks no longer come out of the light fixtures, then the tenant may apply for monetary compensation or a reduction in rent.

I order the landlord to by February 14, 2014 have a professional exterminator inspect the rental unit and produce a report that indicates whether the rental unit requires further treatment for bedbugs. The landlord must then provide a copy of the

exterminator's report to the tenant. If the exterminator determines that the unit requires further treatment, I order the landlord to have this work carried out by February 28, 2014. If the landlord fails to comply with these orders, then the tenant may apply for monetary compensation or a reduction in rent.

I order the landlord to by February 28, 2014 have the hot water tank repaired so that it no longer leaks. If the landlord fails to comply with this order, then the tenant may apply for monetary compensation or a reduction in rent.

Conclusion

The notice to end tenancy for cause dated November 30, 2013 is cancelled, with the effect that the tenancy continues.

The landlord must comply with the above-noted repair orders within the specified time frames.

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: January 29, 2014

Residential Tenancy Branch

