



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, OPC, MNR, RR, FF

### Introduction

This hearing was convened in response to applications by the landlord and the tenant.

The landlord's application is seeking orders as follows:

1. For an order of possession;
2. For a monetary order for unpaid rent; and
3. To recover the cost of filing the application.

The tenant's application is seeking orders as follows:

1. For a monetary order to recover the cost of emergency repairs;
2. To allow a tenant to reduce rent for repairs; and
3. To recover the cost of filing the application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

### Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent?

Is the tenant entitled to a monetary order for emergency repairs?

Is the tenant entitled to reduce rent for repairs?

### Background and Evidence

The tenancy began on March 1, 2011. Rent in the amount of \$800.00 was payable on the first of each month. A security deposit of \$400.00 and a pet damage deposit of \$200.00 were paid by the tenant.

The landlord testified on January 6, 2014, he served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent and a 1 Month Notice to End tenancy for Cause.

The landlord testified the tenant did not dispute either notices and the tenant did not pay rent owed and currently owes rent for January and February 2014, in the total amount of \$1,600.00.

The tenant acknowledged receiving the notices to end the tenancy. The tenant stated that it was an error on his part that he failed to properly complete his application for dispute resolution and ask to have the notices to end tenancy cancelled. The tenant acknowledged that he has not paid rent for January and February 2014, and claims the landlord has violated the act by denying him access to the rental unit, as the snow on the road is blocking his access. The tenant stated he has full use of the rental unit.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The tenant alleged he did not complete his application for dispute resolution properly as he failed to dispute either of those notices, even if I accept the tenant's position. I would find that the tenant's application to cancel the 10 Day Notice to End Tenancy had no merit as he admitted that he did not pay rent within five days and has not paid any rent for January and February 2014.

Under section 26(1) a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with the Act, unless the tenant has a right under the Act to deduct all or a portion of rent, such as an order from an Arbitrator.

In this case, the tenant writes that they seek to recover the cost of an emergency repair; however, the tenant did not provide any testimony or documentary evidence of an emergency repair or that they paid to have an emergency repair completed. As a result, this portion of the tenant's claim is dismissed.

I find that the landlord is entitled to an order of possession effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

I find that the landlord has established a total monetary claim of **\$1,650.00** comprised of unpaid rent for January and February 2014 and the \$50.00 fee paid by the landlord for this application.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

As the tenancy is ending, I find there is not necessary for me to hear the tenant's application to reduce future rent. The tenant's application is dismissed without leave to reapply. The tenant is not entitled to recover the cost of the filing fee from the landlord.

Conclusion

The landlord is granted an order of possession and a monetary order in the above amount.

The tenant's application is 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: February 24, 2014

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Residential Tenancy Branch

