



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      CNR, MNR, MNDC, ERP, RP, RR, FF

### **Introduction**

This hearing dealt with the tenant's application for dispute resolution, seeking to cancel a notice to end tenancy issued by the landlord for non payment of rent, obtain an order for a rent reduction and for the landlord to carry out repairs. The tenant also applied for compensation in the amount of \$1,500.00. 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 to me.

The landlord stated that on May 28, 2014, he served the tenant with a package containing his evidence by registered mail to the address of the rental unit. The package was not picked up by the tenant.

The tenant stated that she moved out on April 28, 2014, but agreed that as of the date of this hearing (June 17, 2014) had not informed the landlord, had not returned the keys and also had some of her personal belongings inside the rental unit. Since the tenant does not intend to continue living at the rental unit, her application to cancel the notice is moot. In addition her application for the landlord to carry out repairs and for a rent reduction is also moot. Accordingly this hearing only dealt with the tenant's application for a monetary order for the return of rent in the total amount of \$1,500.00.

### **Issue to be Decided**

Is the tenant entitled to compensation? Is the tenant entitled to the recovery of the filing fee?

### **Background and Evidence**

The tenancy started on October 15, 2013, for a fixed term of one year ending October 01, 2014. The monthly rent was \$1,000.00 payable on the first of each month. The tenant was required to pay 60% of the utility bills.

The tenant stated that in January 2014, the dryer did not work properly and the electric supply to the stove and refrigerator kept tripping. The tenant informed the landlord and he came by to address the problems. The tenant stated that the problems continued. The tenant also added that the rental unit had mice and she informed the landlord in January 2014. The landlord advised her to use rat poison.

The landlord stated that all the appliances in the rental unit are in good working condition and only three years old. The landlord stated that the tenant did not make any complaints until she received the notice to end tenancy and filed this application.

The tenant maintained that the unit was “uninhabitable” and has applied for the return of \$300.00 per month for five months for a total of \$1,500.00.

### **Analysis**

Based on the testimony of both parties, I find that by not applying for an order directing the landlord to carry out repairs at the time the problems took place, the tenant took no steps to seek a solution to the alleged problems she encountered during the tenancy. I further find that the tenant is now making a monetary claim for compensation after the tenancy ended and in response to the landlord’s notice to end tenancy for nonpayment of rent. Accordingly, I find that the tenant is not entitled to compensation because she failed to take steps to address any tenancy related issues in a timely manner.

Since the tenant has not proven her case, she must bear the cost of filing her application.

### **Conclusion**

The tenant’s application is dismissed in its entirety.

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: June 17, 2014

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Residential Tenancy Branch