



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Sussex Villa
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF, OPC, CNC, ERP, OLC, RP

Introduction

This hearing dealt with an application by the landlord for an order of possession. The tenant also filed an application seeking an order to have a One Month Notice to End Tenancy for Cause set aside, an order to have the landlord comply with the Act, regulation or tenancy agreement, an order to have the landlord conduct emergency repairs for health and safety reasons, and an order to have repairs to the unit site or property. The tenant participated in the conference call hearing but the landlord(s) did not. I found that the landlord was fully aware of the tenant's claim and the date and time of the hearing and the hearing proceeded in their absence. The tenant 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 tenant gave the following testimony:

The tenancy began on or about February 1, 2002. Rent in the amount of \$750.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$312.50. The

tenant stated that he disputes the notice to end tenancy and seeks to remain in the building. The tenant stated that the following repairs are required; the lock to his suite door is worn out and needs replacing, the kitchen sink is rotting out and needs to be replaced, and the fence around the common area of the building is damaged and has been for over a year. The tenant also wishes to have his original parking spot returned to him. The tenant stated that the landlord advised him that he was to move his car to a new spot without giving him a reason as to why.

Analysis

As the landlord chose not to dial into the hearing and provide testimony to support their claim I hereby set aside the One Month Notice to End Tenancy for Cause dated July 1, 2014 with an effective date of July 31, 2014. That notice is of no effect or force. The tenancy continues.

After discussing the tenants' application with him it became clear that the request to have the landlord comply with the Act was in fact for the landlord to conduct the repairs and emergency repairs. I address these issues as one as per the tenants instructions.

The tenant submitted digital evidence to support his claim for repairs and emergency repairs. Policy Guideline 42 addresses Digital Evidence. It outlines that the party submitting digital evidence must ensure that all parties can access or view them and that the photos are clear, legible and numbered. I made numerous attempts to view the disc provided by the tenant on three separate computers and dvd players. The disc was not in a format that could be viewed. I am unable to consider this as part of the tenants' evidence.

Based on the above and on the balance of probabilities I dismiss the tenants claim to have the landlord comply with the Act, the order for emergency repairs and the order to make repairs with leave to reapply.

As neither party has been completely successful in their application I decline to make a finding in regards to the filing fee and each party must bear that cost.

Conclusion

I hereby set aside the One Month Notice to End Tenancy for Cause dated July 1, 2014 with an effective date of July 31, 2014. That notice is of no effect or force. The tenancy continues.

The balance of the tenants application is dismissed with leave to reapply.

The landlords' 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: August 20, 2014

Residential Tenancy Branch

