



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

INTERIM DECISION

Dispute Codes MNDC ERP RP LAT RR

Introduction

This hearing was convened pursuant to the tenant's application for monetary compensation, emergency repairs, repairs, an order permitting the tenant to change the locks and a reduction in rent. The tenant and the landlord participated in the teleconference hearing.

The tenant made her initial application on July 23, 2014. The tenant stated that on July 24, 2014 she received a 10 day notice to end tenancy for unpaid rent. The tenant stated that she then amended her application on July 29, 2014; however, she inadvertently failed to check off the box indicating that she was applying to cancel the notice to end tenancy. I accepted the tenant's testimony on this point, and I amended the application to include cancellation of the notice to end tenancy.

I determined that the issue of the notice to end tenancy took precedence, and only heard evidence on that issue. I will address the remainder of the tenant's application in the conclusion of my decision.

Issue(s) to be Decided

Is the notice to end tenancy for unpaid rent valid?

If the notice is valid, is the landlord entitled to an order of possession?

If the notice is not valid, should I make orders for emergency repairs?

Background and Evidence

The tenancy began on June 1, 2014, with monthly rent of \$1000 due in advance on the first day of the month. The tenant failed to pay rent for July 2014, and on July 19, 2014 the landlord served the tenant with a notice to end tenancy for unpaid rent. On August 26, 2014 the landlord received the rent for August 2014 and gave the tenant a receipt

that indicated the payment was being accepted for use and occupancy only and did not reinstate the tenancy.

The tenant acknowledged that she “withheld the [July] rent out of spite” because she was angry that the landlord had not dealt with the tenant’s fridge.

In the hearing the landlord orally requested an order of possession.

The tenant stated that she has replaced the fridge, and the only other issue requiring emergency repairs was changing the locks. The tenant stated that the previous tenants did not return the locks, and they came into the rental unit, drunk, at 2:00 a.m. The landlord stated that the tenant did not bring the issue of the locks to her attention.

Analysis

I find that the notice to end tenancy for unpaid rent dated July 19, 2014 is valid. I therefore dismiss the tenant’s application to cancel the notice. The landlord orally requested an order of possession, and accordingly under section 55 of the Act I must grant the order.

As the tenancy ended on the corrected effective date of the notice, August 3, 2014, I find that it is not necessary for me to make an order for emergency repairs.

Conclusion

The tenant’s application to cancel the notice to end tenancy dated July 19, 2014 is dismissed.

I grant the landlord an order of possession effective two days from service. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

As the tenancy has ended, the tenant’s application for repairs, emergency repairs, a rent reduction and an order permitting the tenant to change the locks is dismissed.

I join the monetary portion of the tenant’s application to be heard with the landlord’s application scheduled for hearing on October 21, 2014. Notice of the hearing will be sent under separate cover.

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 29, 2014

Residential Tenancy Branch

