



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP, RR, FF

Introduction

This hearing was convened by way of a telephone conference call in response to an Application for Dispute Resolution (the "Application") made by the Tenant for repairs to the rental unit and to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided. The Tenant also applied to recover the filing fee for the cost of making the Application.

Both parties appeared for the hearing and provided affirmed testimony during the hearing. The hearing process was explained and the parties were asked if they had any questions in relation to the hearing process.

Preliminary Issues

At the start of the hearing the Tenant indicated that she had been served with a notice to end tenancy for cause which had an effective move out date for the start of October, 2014. However, the Tenant stated that she had secured a new rental for the middle of October, 2014 and requested to end the tenancy for this date.

The Landlord submitted that if the Tenant was not going to dispute the notice to end tenancy and in the interest of ending the tenancy, he agreed to this date. As a result, the Landlord is issued with an Order of Possession which is dated effective for October 15, 2014 at 1:00 pm.

As the tenancy will be ending in a short period of time and the Tenant indicated that she was not concerned with the repairs, I dismissed the Tenant's Application to make repairs to the rental unit.

The Tenant submitted that she wanted monetary compensation for the alleged disturbance that she endured from the renter's dog below her constantly barking. However, the Tenant had not put the Landlord on notice for the exact amount sought

from the Landlord in terms of monetary compensation. The Landlord and Tenant were offered the opportunity to settle this issue in this hearing but this proved to be unsuccessful.

Furthermore, the Tenant had submitted written evidence prior to this hearing relating to the allegation of the disturbance caused by the renter's barking dog. However, this evidence had not been served to the Landlord within the time limits as set out in the Residential Tenancy Branch Rules of Procedure (the "Rules").

The Landlord confirmed receipt of the Tenant's written evidence and had submitted rebuttal evidence prior to the hearing which was only made available to me via an uploaded electronic copy as this had been submitted by the Landlord late to the Residential Tenancy Branch due to the Tenant's evidence being served late to him. The electronic version of the Landlord's written evidence was not legible in parts and it was not appropriate for me to consider this evidence based on the consent of the parties to hear the Tenant's claim for monetary compensation.

The Tenant decided to withdraw her Application for a reduction in rent for repairs and to consider her claim for monetary compensation for the loss of her quiet enjoyment of the rental unit.

As a result, the Tenant was informed that she was at liberty to apply for monetary compensation for her alleged claim of loss of peaceful and quiet enjoyment of her rental suite and was cautioned about the evidence requirements and deadlines for serving this as laid out in the fact sheet that is provided to an Applicant when making an Application.

Conclusion

For the above reasons, I dismiss the Tenant's Application.

Pursuant to Sections 63 and 55(3) of the Act, the Landlord is issued with an Order of Possession effective for **October 15, 2014 at 1:00 pm on**. This order must be served on the Tenant and may then be filed and enforced in the Supreme Court as an order of that court if the Tenant fails to vacate the rental suite in accordance with the above agreement.

The Tenant is at liberty to make an Application for money owed or compensation for loss under the Act, regulation or tenancy agreement for the alleged loss of her peaceful and quiet enjoyment of the rental suite.

The Tenant is still required to pay rent in accordance with the rental agreement until the end of the tenancy and the rights and obligations of both parties in relation to the return of the Tenant's security deposit at the end of the tenancy still apply.

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: September 10, 2014

Residential Tenancy Branch

