



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding REALTY EXECUTIVES ECO-WORLD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

CNC, CNL, OLC, PSF, OPT, RR, FF

Introduction

This matter was convened in response to an application by the tenant to cancel Notices by the landlord, provide services or facilities required by law, allow the tenant to reduce rent and to recover the filing fee. Both parties participated in the conference call hearing. The parties acknowledged the exchange of evidence.

Issues(s) to be Decided

Should the landlord's Notice to End be cancelled?

Should the landlord be ordered to provide services or facilities required by law?

Should the tenant be allowed to reduce rent?

Is the tenant entitled to recover the filing fee?

Background and evidence

The relevant evidence in this matter is as follows. The tenancy started November 15, 2013 as a written fixed term tenancy agreement for a fixed length of time of 1 year ending October 31, 2014, *and that the tenancy would end and the tenant must move out at the end of the fixed length of time.* A copy of the signed and initialled tenancy agreement was provided into evidence and the parties agreed the document provided was the document the parties executed by their signatures. It must be noted that the parties agreed the agreement should reflect that the fixed length of 1 year ends November 14, 2014 versus October 31, 2014. The tenancy agreement reflects that rent in the amount of \$1700.00 was payable in advance on the *first* of each month.

The parties agreed that, at no time, has the landlord given the tenant a Notice to End. However, the parties confirmed the landlord gave the tenant a letter dated August 27, 2014 stating their expectation that the tenancy was ending in accordance with the

written tenancy agreement and there was no option for renewal of the tenancy – and this is the document the tenant interpreted as the notice to end. The parties were informed that in the absence of a prescribed notice to end under the Act the status of the tenancy was not a determination for this hearing. In any event, the tenant was firm in their testimony they were not moving.

The tenant argued they signed the tenancy agreement in November 2013 under duress. They argued the verbal agreement between the parties was for the rent to be \$1600.00 per month but that the landlord prepared the written tenancy agreement before obtaining the tenant's signature, reflecting the higher amount for rent. The tenant claims they were left without an alternative but to sign the tenancy agreement. The tenant seeks a refund of the difference totalling \$1200.00. The landlord disagreed with the tenant's testimony and testified they had not heard of this account previously, and had no other response to the tenant's claims.

The tenant claims the landlord has not provided the tenant with a garbage / refuse container approved by the local government for garbage collection. The landlord testified the appropriate container was available for the tenant's use but controlled by the upstairs owner of the property to avoid issues with bears – as required by the local government. The tenant testified they could not adequately communicate with the upstairs owner because of a language difference so as to resolve the problem. After some discussion the parties agreed that as the landlord in this matter and the upstairs owner spoke the same language, the 3 parties would mutually resolve the garbage container issue.

Analysis

I find the tenant's application to cancel a notice to end is **dismissed** because the landlord has not given the tenant such a notice. The landlord has not applied for an Order of Possession. As a result, the tenancy continues.

I find the tenant has not provided sufficient evidence to support their claim respecting a reduction of rent. As a result, this portion of their claim is **dismissed**.

I find the tenant has not provided sufficient evidence to support their claim the landlord should be ordered to provide services or facilities required by law respecting a garbage container. I find the parties agreed to resolve their dispute in respect to a garbage container for the tenant's use. The landlord and tenant will involve the upstairs owner of the residential property with a view to resolving the purported lack of communication. As a result, this portion of the tenant's claim is effectively **dismissed**.

As the tenant has not been successful in their claims I decline to allow the tenant recovery of their filing fee.

Conclusion

The tenant's application is **dismissed** in its entirety.

This Decision and order is final and binding on both parties.

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: November 25, 2014

Residential Tenancy Branch

