



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ENCORE HOLDINGS INC c/o ROYAL PACIFIC REALTY CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL

Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Tenant on November 3, 2014, to cancel a Notice to end tenancy issued for landlord's use of the property.

The hearing was conducted via teleconference and was attended by the Landlord, the Owner, and the Tenant. Each party gave affirmed testimony and confirmed receipt of evidence served by the other.

At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however, each declined and acknowledged that they understood how the conference would proceed.

During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

Is the Tenant disputing the 2 Month Notice to end tenancy issued October 24, 2014?

Background and Evidence

It was undisputed that the parties executed a written tenancy agreement for a tenancy that commenced on January 15, 2009. The Tenant was initially \$550.00 at the beginning of the tenancy and has since been increased to \$693.00 and is payable on the first of each month. On or before January 15, 2009 the Tenant paid \$275.00 as the security deposit.

The Tenant testified that she is no longer disputing the 2 Month Notice and confirmed she will be vacating the unit by December 31, 2014. She confirmed that she did not pay

rent for December 2014 and was considering that as full compensation for being issued the 2 Month Notice.

The Tenant argued that the rental unit is in such disrepair that she wanted the Landlord ordered to make the required repairs before re-renting the unit.

The Landlord testified that the 2 Month Notice was served to the Tenant on October 24, 2014, by registered mail. He stated that it is the owner's intention to repair the rental house prior to re-renting it. He noted that the upstairs tenants vacated the property on November 30, 2014 and now this Tenant has confirmed she would be moving out by December 31, 2014; which will allow the owner to have the repairs completed

Analysis

The Tenant appeared at the hearing and advised that she was no longer disputing the 2 Month Notice to end tenancy.

Upon review of the 2 Month Notice issued October 24, 2014, I find that it was issued in accordance with section 52 of the act and it was served upon the Tenant in a manner that complied with section 89 of the Act.

Based on the above, I find the 2 Month Notice to be in full force and effect and I dismiss the Tenant's application to dispute the Notice, without leave to reapply.

Given the circumstances presented to me during the hearing, I find it necessary to advise the Landlord and Owner that section 32 of the Act stipulates as follows:

- 32** (1) A landlord must provide and maintain residential property in a state of decoration and repair that
- (a) complies with the health, safety and housing standards required by law, and
 - (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.
- (2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.
- (3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.
- (4) A tenant is not required to make repairs for reasonable wear and tear.
- (5) A landlord's obligations under subsection (1) (a) apply whether or not a tenant knew of a breach by the landlord of that subsection at the time of entering into the tenancy agreement.

Conclusion

I HEREBY DISMISS the Tenant's application, without leave to reapply.

The 2 Month Notice to end tenancy issued October 24, 2014, is of full force and effect and this tenancy will end on the effective date of December 31, 2014.

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: December 03, 2014

Residential Tenancy Branch

