



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 689352 BC Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, O, RP, RR, FF

Introduction

This is an application filed by the tenant for an order cancelling a notice to end tenancy issued for cause, for an order for the landlord to comply with the Act, Regulations or tenancy agreement, an order for the landlord to make repairs to the unit, site or property, an order allowing the tenant to reduce rent for repairs, services or facilities agreed upon but not provided and recovery of the filing fee.

The tenant attended the hearing by conference call and gave undisputed testimony. The landlord did not attend or submit any documentary evidence. The tenant states that the landlord was served with the notice of hearing package on November 17, 2014 in person to the landlord. I accept the undisputed evidence of the tenant and find that the landlord has been properly served with the notice of hearing package.

The tenant's evidence was submitted late to the Residential Tenancy Branch by 1 day. The tenant states that she served the landlord with their evidence package on the night before the scheduled hearing. When asked why she did not serve the landlord prior, the tenant stated that she was busy with exams and that she then went on vacation. The tenant stated that she served the tenant when she returned. I find that the tenant's late evidence cannot be considered as it would be prejudicial and unfair to the landlord to respond to evidence served the night before the hearing.

During the hearing the tenant withdrew her application for a reduction in rent. As such, no further action is required for this portion of the claim.

Issue(s) to be Decided

Is the tenant entitled to an order cancelling the notice to end tenancy?
Is the tenant entitled to an order for repairs?

Background, Evidence and Analysis

The tenant seeks to cancel a notice to end tenancy issued for cause, but has failed to properly file a copy for the hearing. The tenant has provided direct testimony that she was served with a 1 month notice to end tenancy issued for cause dated November 14, 2014 showing an effective end of tenancy date of December 31, 2014. I find based upon the undisputed direct testimony of the tenant that the landlord has failed to attend to show cause and explain the circumstances of the notice to end tenancy. As such, the notice to end tenancy dated November 14, 2014 is set aside and the tenancy shall continue.

The tenant seeks an order for all communication with the landlord to be in written form. The tenant states that the landlord has been harassing and abusive whenever they have had contact. I find that the tenant has established grounds to limit all communication between the landlord and the tenant and order that all future communication be in written form between the landlord and the tenants.

The tenant seeks an order for the landlord to install a lockable mail box. The tenant states that she is periodically missing mail. The tenant states that she has not notified the landlord over this issue. I find that the tenant has failed to properly notify the landlord to resolve this issue and give them an opportunity. As such, I order that this issue be dismissed with leave to reapply. The tenant may re-apply after having given the landlord proper notice and an opportunity to resolve it.

The tenant seeks an order for the landlord to make repairs concerning mold in the rental unit. The tenant states that mold was found on November 7, 2014 and later reported to the landlord on November 14, 2014. The tenant states that the landlord provided mold cleaning supplies to deal with the issue, but the tenant states that the mold continues to grow. The tenant stated that a city inspector attended and reported that the mold was due to excessive humidity. I am satisfied based upon the undisputed direct testimony of the tenant and order that the landlord have a licensed inspector attend to inspect the mold growth. The landlord is then to resolve the mold growth as per the recommendations of the inspector.

The tenant having been partially successful is entitled to recovery a portion of the filing fee of \$25.00. The tenant may withhold \$25.00 one-time from the next months rent upon receiving this decision.

Conclusion

The notice dated November 14, 2014 is cancelled and the tenancy shall continue.

Both parties are ordered to communicate in the future in written form only.

The tenant's application to have a lock on the mailbox is dismissed with leave to reapply.

The landlord is ordered to have the mold inspected and resolved as per the inspectors recommendations.

The tenant may withhold \$25.00 one-time from the next months rent.

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 17, 2014

Residential Tenancy Branch

