



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MT, RP, RR, MNDC

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlord on December 8, 2014. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling a 10 day Notice to End Tenancy dated November 3, 2014
- b. Whether the tenant is entitled to an order for repairs?
- c. Whether the tenant is entitled to an order for the abatement of past or future rent and if so how much?
- d. Whether the tenant is entitled to a monetary order?

Background and Evidence

The tenant moved into the rental property in 2010. She entered into a tenancy agreement with respect to the within rental unit commencing December 1, 2013. The present rent is \$950 per month payable in advance on the first day of each month. The rent is subsidized and the tenant pays \$650 per month. The tenant(s) paid a security deposit of \$475 at the start of the tenancy.

Application to Cancel the 10 day Notice to End Tenancy:

The tenant seeks an order to cancel a 10 day Notice to End Tenancy dated November 3, 2014. There is some confusion as to when this Notice was served. The landlord was not able to remember. The tenant testified she received it in early December and filed an Application for Dispute Resolution within a couple of days of receiving it. The issue is moot as the tenant paid the outstanding rent and the landlord accepted the payment unconditionally thereby reinstating the tenancy. **As a result I order that the 10 day Notice to End Tenancy be cancelled.** The tenancy shall continue with the rights and obligations of the parties remaining unchanged.

Application for a Repair Order

The tenant testified that there were five or six missing tiles from her bathroom that caused her to be ill. The landlord fixed the tiles in October but failed to properly complete the job.

I determined the tenant failed to prove the landlord failed to properly fix the tiles. The landlord testified the job was properly completed. The tenant failed to present evidence from an inspector or someone competent in the construction business. She testified she provided photographs in a digital form. However, the disc and the form showing digital evidence was provided to the Residential Tenancy Branch is not on file. The landlord testified he did not receive a copy of the disc although he acknowledged he is not familiar with the computer and might not know what he received. The tenant further testified she intends to vacate the rental unit probably at the end of February. In the circumstances I determined the tenant failed to prove the work was not properly done and as a result I dismissed the application for a repair order.

Reduction of Rent & Monetary Order:

The tenant testified she advised the landlord of the problem with the tiles dating back to the late spring but the landlord failed to make repairs in a timely manner. She further testified that she told the landlord on eight occasions before the work was done. The tenant also testified the contractor who did the work was abusive. She seeks compensation in the sum of \$650.

The tenant alleged the missing tiles caused her to be ill. I determined the tenant failed to prove this allegation as she failed to present medical evidence linking any illness she may have had to the missing tiles. However, I am satisfied the landlord failed to act in a timely manner to fix the

files. The landlord was advised of the problem prior to June 2014. The work was not completed until the middle of October. **In the circumstances I determined the tenant is entitled to compensation in the sum of \$100 such sum may be deducted from future rent.**

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

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: January 07, 2015

Residential Tenancy Branch

