



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ERP, OLC, RR, FF

### Introduction

These hearings were convened by way of a conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant for: the Landlord to make emergency repairs for health or safety reasons; for the Landlord to comply with the *Residential Tenancy Act* (the “Act”); to allow the Tenant to reduce rent for repairs not completed; and to recover the filing fee.

The Landlords named on the Application, the Co-Landlord and the Tenant appeared for the original hearing on December 29, 2014. The original hearing was adjourned due to reasons which were outlined in my Interim Decision dated December 29, 2014.

However, during the original hearing, I took the opportunity and invited the parties to discuss the issues in the Tenant’s Application in an effort to provide some resolution in the interim period. This was also detailed in my Interim Decision of December 29, 2014.

The parties agreed to work and communicate together in order to enable the Landlord to conduct a full assessment of the roof repairs that were required and to complete the necessary remediation work thereafter.

Only one of the Landlords and the Tenant appeared for the reconvened hearing and provided affirmed testimony and evidence prior to the reconvened hearing.

At the start of the hearing the Landlord was invited to explain what action had been taken regarding the roof repairs. The Landlord explained that she had e-mailed the Tenant on the same date of the original hearing asking the Tenant for a time and date that her contractor could attend the rental suite in order to make an assessment of the repairs that were required. The Landlord submitted that after a number of e-mail exchanges, the parties agreed that two contractors for the Landlord and a drywall repair

company would attend the rental suite on January 6, 2015 to conduct a full assessment of the repairs.

The Landlord testified that the contractors informed her that the roof and ceilings of the rental suite would require major renovations including removal of the beams and roof trusses as well as mold remediation work. The Landlord explained that this major project work was estimated to cost between \$30,000 to \$40,000 and could not be practicably done with the Tenant residing in the rental unit.

As the result, the Landlord served the Tenant with a 2 Month Notice to End Tenancy for Landlord's Use of Property (the "2 Month Notice") on January 11, 2015 by attaching it to the Tenant's door. The Landlord provided the 2 Month Notice into written evidence which has an effective vacancy date of March 12, 2015.

The Landlord's reason for ending the tenancy is because the Landlord has all the necessary permits and approvals required by law to demolish the rental unit or repair the rental unit in a manner that requires the rental unit to be vacant.

The Tenant testified that she had received the 2 Month Notice on January 12, 2015. The Tenant explained that she had accepted the 2 Month Notice and had not disputed it within the 15 day time limit afforded to her under the Act. However, the Tenant stated that her end of tenancy date was not until March 31, 2014. The Landlord submitted that the 2 Month Notice detailed a vacancy date of March 12, 2015.

As a result, I proceed to explain to the parties how vacancy dates are automatically corrected under the Act. Section 49(2) of the Act requires a Landlord issuing a 2 Month Notice give to the Tenant a period of time that includes two full rental months of notice. The parties agreed that the rent under this tenancy was payable on the first day of each month and therefore, the two month period must include the February and March, 2015 months.

Section 53 of the Act provides that if a Landlord serves a notice to end tenancy with an incorrect vacancy date, then the date automatically corrects to the earliest date a tenant would be required to vacate the rental suite.

Therefore, I informed the parties during the hearing that the effective vacancy date on the 2 Month Notice would be corrected to March 31, 2015 and this would be the date that the Tenant would be required to vacate the rental suite.

The parties were also given some further information about the Tenant's requirement for compensation under the 2 Month Notice and the Tenant's ability to leave the tenancy earlier.

As the tenancy will be ending for the reason that the Landlord needs the rental suite vacant so that the major renovations to the rental suite roof and ceiling work can commence, I find that there are no further findings for me to make in respect to the Tenant's Application for emergency repairs to the rental suite and for the Landlord to comply with the Act. Therefore, these issues on the Tenant's Application are dismissed.

However, the Tenant submitted that as there was still time remaining in the tenancy, the Tenant wanted the roof secured to prevent further water leaking into the rental suite. The Landlord and Tenant engaged into a discussion with respect to providing some interim measure to ensure no further water leaks would occur during the short time left in this tenancy. The Landlord agreed that she would contact the contractor to put in these temporary measures by the end of the week (February 8, 2015) to ensure that there are no further water leaks into the Tenant's rental suite.

The Landlord indicated that this may require additional entry into the rental suite which she will request from the Tenant by e-mail as there is still no way of contacting the Tenant by phone.

In relation to the Tenant's remaining Application for reduced rent for the Landlord's failure to do repairs, the Tenant explained that she wanted to seek compensation from the Landlord for the loss of enjoyment of her rental suite as a result of the leaking roof.

The Tenant was asking about the amount she was seeking from the Landlord and explained that she was not in a position to put forward an amount for losses she had incurred.

Furthermore, both parties were in dispute as to when and how the Landlord had been put on notice for the repairs. The parties explained that they were in possession of further evidence, which had not been submitted prior to this hearing, which would support their case.

Based on the foregoing, I found that it is more appropriate in this case, to give the Tenant leave to re-apply for her monetary claim for previous rent paid and compensation for loss under the Act. The Tenant agreed with this course of action as this would give her more time to assess and consider her monetary claim to also include the period of time until the tenancy ends.

The parties are cautioned regarding Rule 2.5 of the Rules of Procedure which requires an applicant to provide a detailed breakdown of their monetary claim and copies of all documentary and digital evidence they intend to rely on prior to the hearing within the set time limits.

### Conclusion

For the reasons set out above, I dismiss the Tenant's Application. However, the Tenant is at liberty to apply for monetary compensation for loss under the Act, regulation or tenancy agreement incurred during this tenancy. This file is now closed.

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: February 02, 2015

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Residential Tenancy Branch

