



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, RR, ERP, FF

Introduction

This is an application to cancel a Notice to End Tenancy that was given for nonpayment of rent, a request for an order to make emergency repairs, a request to allow the tenant to reduce the rent for repairs services or facilities agreed-upon but not provided, and a request for recovery of the \$50.00 filing fee.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

The issues are whether or not to cancel a Notice to End Tenancy that was given for nonpayment of rent, whether to reduce the rent, and whether to order emergency repairs.

Background and Evidence

The tenant moved into this rental unit on November 25, 2014 and paid \$400.00 to the landlord on December 10, 2014.

The landlord testified that rent was supposed to be \$650.00 and that the tenant has refused to pay any further rent.

In an e-mail supplied by the tenant, the tenant claims that the \$400.00 was a damage deposit.

The tenant has paid nothing further to the landlord up to today's date, claiming that she is withholding the rent because the landlord has refused to do repairs that are needed at the rental unit and has refused to supply propane.

The tenant is asking that the rent be reduced due to the landlord's failure to do needed repairs and failure to supply propane.

The landlord states that, if the \$400.00 is a security deposit, that, as of today's date, the tenant owes a total of \$1950.00 in outstanding rent.

Landlord stated that he served the tenant with a 10 day Notice to End Tenancy personally on January 6, 2015 and requested that notice be upheld and that an Order of Possession be issued.

Analysis

It is my finding that the rent for this unit is \$650.00 per month, and as of today's date there is a therefore a total of \$1950.00 in rent outstanding, unless the \$400.00 that was paid in December 2014 is applied to the December 2014 rent in which case there would still be \$1550.00 rent outstanding.

Further, at the time that the Notice to End Tenancy was given, there was a substantial amount of rent outstanding, and nothing further has been paid since.

I am not willing to reduce the rent for the alleged lack of repairs or propane, especially since the tenant has failed to pay any money since December 2014. Even if repairs were needed it would be difficult for the landlord to pay for repairs or propane without having been paid any rent.

I am therefore unwilling to cancel the Notice to End Tenancy and this tenancy ends pursuant to that notice.

Conclusion

The tenant's application is dismissed in full without leave to reapply and at the request of the landlord I have issued an Order of Possession that is enforceable two days after service on the tenants.

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

Residential Tenancy Branch

