



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, ERP, LAT, LRE, MNDC, PSF

Introduction

The applicant tenant failed to contact the telephone bridge number at the scheduled start of the hearing. The respondent was present and ready to proceed. The telephone line conference line remained open and the phone system was monitored for the next ten minutes. The applicant failed to appear. I then proceeded with the hearing. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the 10 day Notice to End Tenancy dated March 4, 2015 was sufficiently served on the tenant by posting on March 4, 2015.. I find the 10 day Notice to End Tenancy dated March 13, 2015 was sufficiently served on the tenant by posting on March 13, 2015. Further I find that the Application for Dispute Resolution/Notice of Hearing filed by the tenant was sufficiently served on the landlord by mailing, by registered mail to where the landlord resides. 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 the 10 day Notice to End Tenancy dated March 4, 2015?
- b. Whether the tenant is entitled to an order for emergency repairs?
- c. Whether the tenant is entitled to an order for repairs?
- d. Whether the tenant is entitled to an order suspending or setting conditions on the landlord's right to enter the rental unit?

- e. Whether the tenant is entitled to an order authorizing a tenant to change the locks to the rental unit?
- f. Whether the tenant is entitled to a monetary order and if so how much?
- g. Whether the tenant is entitled to an order to allow a tenant to reduce rent for repairs, services or facilities agreed upon but not provided?
- h. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy began on July 1, 2014 when the parties entered into a written tenancy agreement. The tenancy agreement provided that the tenant(s) would pay rent of \$850 per month payable on the first day of each month. The tenant(s) paid a security deposit of \$450 at the start of the tenancy.

The tenant failed to pay the rent for March (\$850 is owed) and April (\$850 is owed) and the sum of \$1700 is owed.

The agent for the landlord testified the landlord (her father) misplaced the written tenancy agreement and thus the 10 day Notice to End Tenancy dated March 4, 2014 identified the tenant by her first name. Once the landlord received the within application filed by the tenant the landlord became aware of the tenant's full name and served the Notice to End Tenancy dated March 13, 2015 which identified the tenant by her full name. The landlord requested an order to amend the 10 day Notice to End Tenancy by adding her full name. I determined the tenant would not be prejudiced by such an amendment as she has applied to cancel that Notice. I ordered that the 10 day Notice to End Tenancy dated March 4, 2015 be amended to include the tenant's full name.

Analysis

The tenant failed to attend the hearing. The landlord was present and ready to proceed. As a result I ordered that all of the claims in the tenant's application be dismissed without leave to re-apply.

Order for Possession

The Residential Tenancy Act provides that where a landlord has made an oral request for an Order for Possession at a hearing where a dispute resolution officer has dismissed a tenant's application to set aside a Notice to End Tenancy, the dispute resolution officer must grant an Order for Possession. The landlord made this request at the hearing. As a result I granted the landlord an Order for Possession on 2 days notice.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

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: April 10, 2015

Residential Tenancy Branch

