



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BURNABY CENTRE
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNR OPR MNDC OLC RP RR

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) To set aside a Notice to End Tenancy;
- b) That the landlord obey the provisions of the Act and restrict the landlord's entry to notice periods pursuant to section 29;
- c) That the landlord do repairs and compensate her for loss of peaceful enjoyment contrary to section 28 and illegal entry and for repairs not done;
- d) To obtain a rent rebate for repairs not done; and
- e) To recover filing fees.

Service:

The tenant /applicant did not attend. The landlord gave evidence that the Notice to End Tenancy dated May 7, 2015 was served by registered mail and they received the Application for Dispute Resolution from the tenant. I find the documents were legally served for the purposes of this hearing.

Issue(s) to be Decided:

The tenant is requesting to set aside a Notice to End Tenancy for unpaid rent and claiming \$25,000 in compensation. Has the landlord proved on a balance of probabilities that there is unpaid rent and the tenancy should end? Or is the tenant entitled to relief?

Has the tenant proved on the balance of probabilities that the landlord is in violation of the Act or the tenancy agreement and/or has disturbed her peaceful enjoyment and illegally entered her suite? Has she proved that necessary repairs were not done contrary to sections 32 and 33 of the Act? If so, to how much compensation and/or rent rebate has she proved entitlement and is she entitled to recover filing fees for this application?

Background and Evidence

The tenant/applicant did not attend. After waiting ten minutes, the hearing proceeded in her absence. The landlord was given opportunity to be heard, to provide evidence and to make submissions. The undisputed evidence is that the tenancy commenced on April 1, 2015 on a fixed term lease to March 31, 2016, rent is \$1385 a month and a security deposit of \$692.50 was paid March 26, 2015. The landlord served a 10 day Notice to End Tenancy as the tenant owed \$1340 plus a \$25 late fee for May 2015. The tenant has not paid rent for June either.

A significant amount of documentary evidence was provided. In her written statements, the tenant said that some closet doors were installed late and she had an infestation of ants. The landlord provided evidence that the closet was useable and the doors were installed May 12, 2015. Apparently they were on order but not available until May 12, 2015 for this newly renovated unit. The landlord provided documents showing they had a Pest Control company treat the unit as soon as the tenant reported the ants and a number of times after. The reports noted that there was food on the floor which promoted the entry of the ants and gave instructions on maintenance; the landlord said the tenant did not follow the instructions for there continued to be crumbs on the floor. They said the tenant used these excuses to avoid paying her rent.

The landlord included a form signed by the tenant to allow a repair person to enter her suite so they said there was no illegal entry and they have no idea what the tenant means by saying a document was missing.

The landlord requested an Order of Possession if the tenant is unsuccessful in this hearing.

Analysis:

I find the weight of the evidence is that there is unpaid rent for May and June. No payments were made since the Notice to End Tenancy dated May 7, 2015 was served. Although the tenant disputed the Notice in time, she did not attend the hearing to provide any legal reasons why she was entitled to withhold her rent. Section 26 of the Act states a tenant must pay rent on time whether or not a landlord complies with their obligations under the Act. I dismiss her application to set aside the Notice to End Tenancy dated May 7, 2015. The Notice is upheld. Pursuant to the landlord's request in the hearing and section 55 of the Act, I find the landlord entitled to an Order of Possession.

Furthermore, I find insufficient evidence to support the tenant's allegations that the landlord did not comply with the Act. I find the closet doors were installed as soon as available, although a little later than she expected, and the landlord acted promptly to

deal with the ant infestation. I find also the landlord obtained permission to enter to have a switch repaired so was in compliance with section 29 of the Act; I find insufficient evidence of any illegal entry. I dismiss this portion of her claim.

Conclusion:

I dismiss the application of the tenant in its entirety without leave to reapply and find she is not entitled to recover filing fees due to her lack of success.

Pursuant to section 55 (1) and the landlord's request, I find the landlord entitled to an Order of Possession effective two days from service.

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: June 25, 2015

Residential Tenancy Branch

