



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes            CNR, ERP, LAT, RP

### 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 10 day Notice to End Tenancy was sufficiently served on the tenant by posting on May 6, 2015. Further I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlord on May 8, 2015. 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 May 6, 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 authorizing the tenant to change the locks to the rental unit?

### Background and Evidence

The tenancy began on July 4, 2010. Neither party provided the arbitrator with a copy of the tenancy agreement. The tenant testified the rent was \$590 per month payable in advance on

the first day of each month. The landlord testified the tenancy agreement provided for the payment of rent of \$595. The landlord served a 10 day Notice to End Tenancy on the tenant on May 6, 2015. The rent was paid in full a short time later..

Application to Cancel a 10 day Notice to End Tenancy:

The tenant paid the arrears within a few hours of receiving the 10 day Notice. The Residential Tenancy Act provides that the notice is void if the rent is paid within 5 days. I determined the 10 day Notice to End Tenancy dated May 6, 2015 is void.

Remaining Claims in the Application:

The tenant stated the landlord has made repairs and that he wished to withdraw the remaining claims. As a result I dismissed the remaining claims set out in the Application for Dispute Resolution as withdrawn.

At the hearing the tenant alleged he was entitled to a monetary award against the landlord for harassment and breach of the covenant of quiet enjoyment. The landlord disputed the claim. However, the tenant failed to properly identify that claim in his Application for Dispute Resolution. As a result I determined that claim could not be considered in the within hearing. The tenant has a right to file a new Application making those claims should he chose.

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 18, 2015

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Residential Tenancy Branch

