



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Metro Vancouver Housing Corp.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, OLC, RP, RR

Introduction

This hearing dealt with an application by the tenant seeking an order to have a One Month Notice to End Tenancy for Cause set aside, an order to have the landlord comply with the Act, regulation or tenancy agreement, an order to have the landlord make repairs to the unit, site, or property and an order to allow the tenant to reduce rent for repair, services or facilities agreed upon but not provided. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issue(s) to be Decided

Is the tenant entitled to any of the above under the Act, regulation or tenancy agreement?

Background and Evidence

The landlords gave the following testimony. The tenancy began on or about June 1, 2013. Rent in the amount of \$1190.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$582.50. The landlord stated that the tenant was served with a One Month Notice to End Tenancy for Cause on May 6, 2015 for a "Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so". The landlords stated the tenant was provided a three bedroom townhouse on the presumption that she and her three children were going to be living there. The landlords stated that none of her children live there; which is a breach of their agreement. Also, the landlords stated the tenants' ex-husband is residing there which is a breach of the agreement.

The landlord stated that the tenant has made several requests to have repairs conducted, which were all addressed. The landlord stated the only request that was denied was the replacing of carpets as the landlord stated that they were still in decent condition and not due for replacement until 2017. The landlord stated that they're not sure why the tenant is asking for the items requested in her application.

The tenant gave the following testimony. The tenant stated that her ex-husband does not reside with her but visits her frequently and is a guest. The tenant stated that one of her children and grandchild lives with her. The tenant stated that another of her children will be moving in with her by the end of this month. The tenant stated that she is willing to provide any documentation that the landlord requires. The tenant stated that she seeks to have the landlord comply with the Act by doing the necessary repairs in her suite and be entitled to reduce the rent by \$200.00 per month until those repairs are done. The tenant stated that all the flooring needs to be replaced as it smells and is old, the entire suite needs to be painted, the electrical and plumbing need to be upgraded and the kitchen sink and cabinets need to be replaced.

Analysis

When a landlord issues a notice under Section 47 of the Act they bear the responsibility in providing sufficient evidence to support the issuance of that notice. The landlords issued the notice for a material breach of the tenancy agreement for not having children living in the unit. When I asked the landlord if that condition was in the tenancy agreement they responded "it's not in our agreement, it's the policy of the MPA when they ask us to allocate suitable housing". The landlord was carrying out a policy of a third party and then issued a notice to end the tenancy under the Act. Based on the above and on the balance of probabilities, the landlord has failed to provide sufficient evidence that a material breach of the tenancy agreement has occurred and accordingly; I hereby set aside the One Month Notice to End Tenancy for Cause.

I now deal with the balance of the tenants' application. The tenant submitted some photos for this hearing; however they were of very poor quality and were not helpful. The tenant was seeking a long list of repairs but has failed to provide supporting evidence other than the poor quality photos. In addition to that, the tenant has not shown that orders to have the landlord comply with the Act, regulation or tenancy agreement in regards to repairs is required or that she is entitled to a rent reduction due to repairs, services or facilities agreed upon but not provided. The landlord submitted disputing documentary evidence outlining the condition of the unit and repairs conducted. Based on all of the above, I dismiss this portion of the tenants' application due to the insufficient evidence before me.

Conclusion

The One Month Notice to End Tenancy for Cause dated May 6, 2015 is hereby set aside, it is of no effect or force. The tenancy continues.

The remainder of the tenants' application is dismissed.

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: July 02, 2015

Residential Tenancy Branch

