



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes

CNR MNDC ERP PSF

### Introduction

This hearing convened pursuant to the tenant's application to cancel a notice to end tenancy for unpaid rent, as well a claim for monetary compensation and seeking orders that the landlord make emergency repairs and provide services or facilities required by law. The landlord called in to the hearing on time, and the tenant called in to the hearing approximately nine and a half minutes after the hearing started.

I determined that the issue of the notice to end tenancy took precedence, and directed the parties to provide evidence on that issue. I will address the remainder of the tenant's application in the conclusion of my decision.

### Issue(s) to be Decided

Is the notice to end tenancy valid?

### Background and Evidence

On June 9, 2015 the landlord served the tenant with a notice to end tenancy for unpaid rent of \$800 that was due on June 1, 2015. The tenant further did not pay rent for July or August 2015.

The landlord stated that the tenant repeatedly comes to the landlord with complaints about hot water or cable, but she never comes to pay the rent, and she is always "drugged out." The landlord stated that she did not shut off the hot water for the tenant's unit, there are other occupants in the house who also use the hot water. In the hearing the landlord orally requested an order of possession.

The tenant first stated that on June 1, 2015 she tried to pay the rent but the landlord refused to accept it. In response to my question, the tenant elaborated that she also tried to pay July and August rent, but the landlord refused. The tenant later stated that she would have been willing to pay the rent if the landlord reconnected the hot water, wifi and cable.

### Analysis

I find that the notice to end tenancy for unpaid rent dated June 9, 2015 is valid. The tenant's testimony was contradictory and lacked credibility. I accept the landlord's testimony as more reliable and credible, and I find that the tenant failed to pay the rent for June 2015. I therefore dismiss the portion of the tenant's application regarding cancelling the notice to end tenancy, and grant the landlord an order of possession.

In regard to the remainder of the tenant's claim, I am satisfied that the landlord did not shut off the hot water to the rental unit, and therefore I dismiss without leave to reapply the portions of the tenant's application regarding emergency repairs and an order for the landlord to provide services or facilities.

The tenant's monetary claim is dismissed with leave to reapply, as I did not hear evidence or make a determination on this portion of the application.

### Conclusion

The tenant's monetary claim is dismissed with leave to reapply.

The remainder of the application is dismissed without leave to reapply.

I grant the landlord an order of possession effective two days from service. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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: August 11, 2015

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Residential Tenancy Branch

