



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RAAMCO International
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, MNDC, RP, RR, FF

Introduction

This was a hearing with respect to the tenant's application to cancel a Notice to End Tenancy for unpaid rent and for other relief, including a monetary award and a repair order. The hearing was conducted by conference call. The tenant and the landlord's representative called in and participated in the hearing. The tenant did not submit any documentary evidence in support of his application. The landlord submitted documents and photographs in reply to the tenant's application on September 13. The landlord's documents were provided to the tenant and to the Residential Tenancy Branch.

Issue(s) to be Decided

Should the 10 day Notice to End Tenancy for unpaid rent dated August 8, 2016 be cancelled?

Is the tenant entitled to a monetary award?

Should the landlord be directed to perform repairs?

Should the tenant be granted a rent reduction?

Background and Evidence

The rental unit is an apartment in New Westminster. I was not provided with a copy of a tenancy agreement, but I was advised by the landlord's representative that the tenancy has continued for a number of years. The tenant resides in the rental unit with his adult son.

The landlord's representative testified that there was a pipe failure and a flood in the apartment building. When he was investigating the leak the landlord's representative entered the rental unit and discovered that the tenants had caused extensive damage to the rental unit. The damage included holes punched in the walls, missing tiles in the

bathroom, kitchen cabinets that were broken, and broken folding doors that had to be replaced. The landlord submitted photos of the damage. The landlord repaired the damage at a cost of more than \$2,000.00 and gave the tenant an invoice with a request that he pay for the invoiced cost of repairs. The tenant did not pay the amount claimed and the landlord then served the tenant with a 10 day Notice to End Tenancy for unpaid rent in the amount of the repair bill.

The tenant applied to dispute the Notice to End Tenancy. He said in the application and at the hearing that he has paid all rent due to the landlord. The tenant speaks English poorly. He did not have a translator present to assist him. The tenant said that the landlord failed to make repairs to the rental unit. He did not specify what repairs were needed. In his application the tenant claimed payment of the sum of \$3,600.00, said to be based on a calculation of 12 X \$300.00 and he requested a rent reduction.

Analysis

The *Residential Tenancy Act* provides that a landlord may issue a 10 day Notice to End Tenancy when there is unpaid rent or amounts owed for utilities. The *Act* does not provide that a landlord may claim amounts for repairs from the tenant and then treat them as unpaid rent and give the tenant a 10 day Notice to End Tenancy.

The *Residential Tenancy Act* does provide that a landlord may issue a one month Notice to End Tenancy for cause if the tenant has caused extraordinary damage to the rental unit. The landlord may also apply for a monetary award from the tenant for the cost of repairs, but he may claim the cost of repairs as unpaid rent. The 10 day Notice to End Tenancy given by the landlord is therefore invalid and I allow the tenant's application and order that the Notice to End Tenancy dated August 08, 2016 be, and is hereby cancelled. The tenancy will continue until ended in accordance with the *Residential Tenancy Act*.

The tenant has not provided any documentary evidence in support of his claim for a repair order or for compensation. He did not provide evidence to show that he has ever made a request to the landlord for repairs and he did not provide any photographs or documents to show what repairs are required. The tenant has not provided sufficient evidence to establish that repairs are required or that he has asked the landlord to perform repairs. The tenant's application for a monetary award and a rent reduction are dismissed without leave to reapply.

The tenant's application for a repair order is dismissed with leave to reapply. If the tenant claims that repairs are required he should provide evidence on a new application

to show the repairs that are needed and that he has made a written request to the landlord to perform the repairs.

Conclusion

The Notice to End Tenancy has been cancelled; the remainder of the tenant's claims have been dismissed as noted. The tenant was partially successful in his application. I award the tenant \$50.00 from the \$100.00 filing fee. He may deduct the sum of \$50.00 from a future instalment of rent due to the landlord.

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: September 30, 2016

Residential Tenancy Branch