



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNC ERP FF LAT MNDC MNR RP RR

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, dated September 2, 2016 (the "Application"). The Tenant applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"):

- an order cancelling a 1 Month Notice to End Tenancy for Cause, dated August 29, 2016 (the "1 Month Notice");
- an order that the Landlord make emergency repairs for health or safety reasons;
- an order granting the Tenant recovery of the filing fee;
- an order authorizing the Tenant to change the locks to the rental unit;
- a monetary order for compensation for loss or other money owed;
- an order that the Landlord make repairs to the unit, site or property; and
- an order allowing the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided.

The parties each attended the hearing on their own behalf. Both provided a solemn affirmation. The parties also confirmed receipt of the other's documentary evidence and confirmed they had sufficient opportunity to consider it. No further issues were raised with respect to service of the parties' documentary evidence.

The parties were given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

Several orders are being sought by the Tenant, as summarized above. However, Rule 2.3 of the Rules of Procedure permits an arbitrator to exercise discretion to dismiss unrelated claims with or without leave to reapply. The most important issue in the Tenant's application was whether or not the tenancy will continue. The remainder of the Tenant's claims are unrelated. Accordingly, I find it appropriate to exercise my discretion to dismiss all but the Tenant's application to cancel the 1 Month Notice, with leave to reapply for the monetary claims at a later date.

Issue

Is the Tenant entitled to an order cancelling the 1 Month Notice?

Background

The Tenant rents an aging manufactured home located on a private acreage. Both are owned by the Landlord. The terms of the tenancy were agreed to by the parties. Specifically, the tenancy began on March 1, 2015. Rent of \$800.00 per month is due on the first day of each month. The Tenant paid a security deposit of \$400.00 at the beginning of the tenancy.

As indicated on the 1 Month Notice, the Landlord wishes to end the tenancy on the following basis only: "Rental unit/site must be vacated to comply with a government order." The Landlord elaborates on the reason for wishing to end the tenancy in writing on the 1 Month Notice, which reads: "Mobile too old to warrant expensive upgrade and I can't afford the upgrades." [Reproduced as written.]

The Landlord confirmed in her oral testimony that she wishes to "decommission" the rental unit as she cannot afford the upgrades and repairs requested by the Tenant and recommended by the BC Safety Authority ("BCSA"). Accordingly, the Landlord issued the 1 Month Notice, which was served on the Tenant by posting a copy to the door of the rental unit on August 29, 2016. During the hearing, the Tenant acknowledged receipt of the 1 Month Notice on August 30, 2016.

The Landlord submitted into evidence a copy of a BCSA Electrical Certificate of Inspection, dated September 6, 2016. A representative of the BCSA attended the rental unit at the Tenant's request. The certificate describes what appear to be minor electrical upgrades to the rental unit that must be completed by November 7, 2016.

However, the Landlord testified that the entire electrical system needs to be upgraded to provide adequate electrical service to the rental unit.

The Tenant disagreed. She testified that the issue has been going on for some time. She has asked the Landlord to make repairs but the Landlord has refused. The Tenant says her requests have been met with threats of eviction.

In addition, the Tenant provided an electrical inspection report, dated October 18, 2016, which makes several recommendations for repairs and upgrades to the rental unit. The total cost of the electrician's recommendations is \$4,250.00. The Tenant indicated she has paid the Landlord \$16,000.00 in rent since the tenancy began and that her requests are necessary.

Analysis

The Landlord seeks to end the tenancy pursuant to section 47(1)(k) of the *Act*, which permits a landlord to end a tenancy when a "rental unit must be vacated to comply with an order of a federal, British Columbia, regional or municipal government authority".

In this case, the Landlord testified the cost of upgrades and repairs are prohibitive. She wishes to decommission the rental unit and put it to another non-rental use. The Tenant states she has been asking for repairs to the rental unit for some time but that her requests are met with threats of eviction.

I find there is insufficient evidence before me to conclude the rental unit must be vacated to comply with an order of the federal, British Columbia, regional or municipal government authority. The Landlord's stated reason for ending the tenancy was the prohibitive cost associated with upgrades and repairs.

Accordingly, I order that the 1 Month Notice is cancelled. The tenancy will continue until otherwise ended in accordance with the *Act*.

As the Tenant has been successful, I order that she is entitled to recover the \$100.00 filing fee. This amount may be deducted from a future rent payment.

Conclusion

I order that the 1 Month Notice is cancelled. The tenancy will continue until otherwise ended in accordance with the *Act*.

In addition, I order that the Tenant is entitled to recover the \$100.00 filing fee. This amount may be deducted from a future rent payment.

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: October 27, 2016

Residential Tenancy Branch