



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes LAT, RR, RP, MNDC, CNR

Introduction

This hearing was convened in response to an application made on November 9, 2016 and an amendment made December 6, 2016 by the Tenant pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

1. An Order authorizing a change of locks by the Tenant - Section 70;
2. An Order for a rent reduction - Section 65;
3. An Order for repairs - Section 32;
4. A Monetary Order for compensation - Section 67; and
5. An Order cancelling a notice to end tenancy - Section 46.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the Tenant entitled to change locks, a rent reduction and repairs?

Is the Tenant entitled to compensation?

Background and Evidence

The Landlord states that in September 2016 the Tenant applied to rent a 2 bedroom motel room to start September 21, 2016. The Landlord states that the Landlord agreed to rent the Tenant a unit upon the successful completion of a background check. The Landlord states that they agreed that rent would be \$1,200.00 per month. The Landlord

states that the background check was not completed by September 21, 2016 and that the Landlord then offered the Tenant a different room with only a short term tenancy to October 21, 2016 after which the Tenant would find another unit elsewhere. The Landlord states that \$321.00 was collected to cover the September 2016 portion and that \$951.00 would be owed for the period October 1 to 21, 2016. The Landlord states that as the Tenant did not have a credit card to secure the motel room the Landlord collected \$600.00 as a deposit. The Landlord argues that the Act does not apply to its motel. The Landlord agrees that it signed a shelter information form for a ministry setting out a rental start date, the amount of rent payable, the amount of security deposit required and the number of occupants for the unit.

The Tenant states that no hotel registration was ever made by the Tenant and that the Landlord told the Tenant that the rent would be \$1,200.00 per month which the Tenant believed would likely be due on the first of the month. The Tenant states that she was told that she would be rented either unit 7 or 9. The Tenant states that on September 21, 2016 she was given a different unit that was under renovation with the agreement that it would only be temporary. The Tenant states that she paid \$325.00 for 6 days in September 2016 for this unit and that it was agreed she could move into one of the other units on September 26, 2016. The Tenant states that she was not able to move into one of the promised units until October 15, 2016. The Parties agree that the Tenant paid a total of \$800.00 in October 2016 for rent.

The Tenant states that she could not pay rent for November 1, 2016 as the Landlord refused to provide her with receipts for September and October 2016 and that the Ministry who provides her with disability payments refused to send the rent portion without these receipts. The Tenant states that she works part time and borrowed money to pay for November 2016 rent. The Tenant states that she did send the Landlord rent payments in November 2016 by e-transfer but the Landlord refused to accept them. The Tenant was not able to state the amounts of the payments or when these payments were made. The Tenant states that she "definitely sent probably around \$457.00 once" and another payment of \$500.00 in November 2016.

The Tenant states that she did not make any attempt to pay rent for December 2016 as the Landlord by this point had breached her rights and had continued to refuse to supply receipts. The Tenant states that the Ministry accepted her proof of e-transfers for September 2016 and the proof of payment for the payment of \$600.00 in November 2016 by a 3rd party organization but that the Ministry still wanted receipts from the Landlord. The Tenant states that she definitely owes some portion of unpaid rent.

The Landlord states that he is agreeable to an order of possession for December 31, 2016.

The Tenant states that her claim for compensation is in relation to illegal entries by the Landlord during the tenancy and for loss of items.

Analysis

Section 2 of the Act provides that the Act applies to tenancy agreements, rental units and other residential property. Given the undisputed evidence that the Landlord agreed to rent the unit for several months, collected a security deposit, signed a ministry shelter information document and served the Tenant with a notice to end tenancy for unpaid rent on a Residential Tenancy Brach form, I find that the Act does apply.

Section 26 of the Act provides that a tenant must pay the rent whether or not the landlord complies with this Act, the regulations or the tenancy agreement. Section 55(1) provides that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, an order of possession must be granted to the landlord if, the notice to end tenancy complies in form and content and the tenant's application is dismissed or the landlord's notice is upheld. Section 52 of the Act provides that a notice to end tenancy from a landlord must be in writing and must be signed and dated by the landlord, give the address of the rental unit, state the effective date of the notice, state the grounds for ending the tenancy, and be in the approved form.

Based on the undisputed evidence that the Tenant refused to pay any rent for December 2016 and that the Landlord did not receive any rent for November 2016, I find that the Notice is valid for at least unpaid November and December 2016 rent. Given the Tenant's vague and unsupported evidence in relation to Ministry requirements and payments sent for November 2016 I find that the Tenant has not substantiated that the Landlord did anything to cause the Tenant not to be able to pay the rent for any period. As such I find that the Notice is valid. As the Notice complies in form and content I find that the Landlord is entitled to an order of possession. I make this order effective 1:00 p.m. on December 31, 2016.

Since the tenancy is ending I dismiss the Tenant's claims for change of locks, rent reduction and repairs to the unit.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure provides that all claims made in an application must be related. As the Tenant's claims for compensation are not related to the validity of the Notice I dismiss this claim with leave to reapply.

Conclusion

I grant the Landlord an order of possession effective 1:00 p.m. on December 31, 2016.

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: December 22, 2016

Residential Tenancy Branch

