



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: ERP RP MNSD MNDC OLC RP PSI RR

### **Introduction**

Both parties (the landlord by agent) attended the hearing and gave sworn testimony. The agent of the landlord will hereinafter be called 'the landlord'. The tenant /applicant gave evidence that they served the Application for Dispute Resolution and the landlord agreed they received it. The tenant said she never received a Notice to End Tenancy and therefore did not apply to cancel it. I find the Application was legally served for the purposes of this hearing. I make no finding on service of the Notice to End Tenancy as it was subsequent to the tenant's Application and not part of this hearing. The tenant applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) That the landlord do emergency repairs pursuant to section 33; and
- b) That the landlord repair and maintain the property pursuant to section 32; and
- c) That the landlord provide facilities required by law pursuant to section 27; and
- d) Compensation for facilities not provided as a rent rebate or refund.

### **Issue(s) to be Decided:**

Has the tenant proved on the balance of probabilities that the landlord has not maintained the property contrary to sections 32 and 33 of the Act and are they entitled to orders that the landlord do necessary repairs? Are they entitled to compensation for repairs not done?

### **Background and Evidence**

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. The undisputed evidence is that the tenancy commenced September 1, 2016, rent was \$2100 (or \$2150) and a security deposit of \$800 or \$1150 was paid. No tenancy agreement is in evidence, the tenant said she never got one and the parties differed in the numbers quoted for rent and security deposit.

The tenant claims \$2700 rent rebate as she has been without power and water since May 1, 2017. She said she was unsure if hydro was included in her rent but in April or May 2017, the landlord gave her an overdue hydro bill for \$1800. When she went to hydro and offered to pay it off in partial payments, they refused to put the account in her name or reconnect the hydro. They said the home had been a grow-op and before connections could be made, the landlord was required to have inspections done. They said they gave the landlord an allotted time to do the inspections and the time had expired so they cut the hydro.

The tenant said the unit is on a well so she has been without power or water now for four months. Her claim was based on loss of water and power for 2 months but now it is four months so should be doubled. She conceded the landlord cannot arrange to have the hydro reconnected as he has to do renovations first to get an inspection.

The landlord discussed the matter with the tenant. However neither of them (the landlord's agent) or the tenant had sufficient records. The tenant maintained she has paid all her rent except July and August 2017 whereas the agent's records show there is significantly more rent outstanding. There is a hearing scheduled for September 27, 2017 which will deal with outstanding rent and a possible Order of Possession. After much further discussion, the parties freely and voluntarily agreed to settle on the following terms and conditions:

**Settlement Agreement:**

- 1. In full compensation for the problems with the tenancy, the landlord agrees to forgive rent for July and August 2017 (\$5400 total) and to forgive an additional \$1200 of any further unpaid rent as determined in the hearing on September 27, 2017.**
- 2. Should it be found that there is no unpaid rent for the months prior to July 2017, the tenant will receive \$1200 as a monetary order in recognition of her award for the problems with the tenancy.**
- 3. The tenant will vacate on August 31, 2017 and the landlord will receive an Order of Possession for that date.**
- 4. This settles all matters between the parties to this date, with the exception of the amount, if any, of unpaid rent and the security deposit.**

Included with the evidence is the Application, a letter to the landlord and a monetary order worksheet of unpaid rent listed by the landlord. On the basis of the documentary and solemnly sworn evidence presented for the hearing, a decision has been reached.

**Analysis:**

I find insufficient evidence to support the tenant's claim for a monetary order as she provided no receipts for gas for the generator or money paid for water. I also find insufficient evidence to support the landlord's statements regarding unpaid rent. However, I find the tenant owes rent for July and August 2017 as she admitted this. I find the parties after much discussion freely and voluntarily agreed to settle the matter as set out above.

I find the landlord, therefore, entitled to an Order of Possession. The matter of the unpaid rent will hopefully be decided after the hearing on September 27, 2017. The parties were cautioned to supply all the possible evidence regarding the rent for that hearing.

**Conclusion:**

I find the landlord entitled to an Order of Possession effective August 31, 2017 as agreed by the parties. No filing fee was paid. I give the tenant leave to reapply if necessary for the refund of her security deposit.

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 17, 2017

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Residential Tenancy Branch