



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, OLC, RP

### introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the one month Notice to End Tenancy dated July 31, 2017
- b. An order that the landlord comply with the Act, regulations or tenancy agreement.
- c. An order that the landlord make repairs to the rental unit.

A hearing was conducted by conference call in the presence of the applicant and in the absence of the landlord although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the one month Notice to End Tenancy was served on the Tenant by posting on July 31, Further I find that the Application for Dispute Resolution/Notice of Hearing was served on the landlord by mailing, by registered mail to where the landlord carries on business on August 16, 2017. The documents were received and signed for a day later. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the one month Notice to End Tenancy dated July 31, 2017
- b. Whether the tenant is entitled to an order that the landlord comply with the Act, regulations or tenancy agreement?
- c. Whether the tenant is entitled to a repair order?

### Background and Evidence

The tenancy began approximately 2 years ago. The present rent is \$600 per month. The tenant(s) paid a security deposit of \$246 at the start of the tenancy.

Grounds for Termination:

The Notice to End Tenancy identifies the following grounds:

- Tenant or a person permitted on the property by the tenant has:
  - significantly interfered with or unreasonably disturbed another occupant or the landlord
  - seriously jeopardized the health or safety or lawful right of another occupant or the landlord
  - ...
- Tenant has engaged in illegal activity that has, or is likely to:
  - ...
  - adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord
  - jeopardize a lawful right or interest of another occupant or the landlord

Analysis:

The landlord has the burden of proof to present sufficient to establish cause to end the tenancy. The landlord failed to attend the hearing and failed to present sufficient evidence to satisfy the burden of proof required. As a result I ordered that the one month Notice to End Tenancy be cancelled. The tenancy shall continue with the rights and obligation of the parties remaining unchanged.

The tenant sought an order that the landlord repair the toilet and floor surrounding the toilet. Based on the evidence presented I determined there was sufficient grounds to make such an order. I ordered that the landlord retain the services of a plumber who is to inspect the toilet and make the required repairs to the toilet and surrounding floor within 14 days of receipt of this decision and order.

The tenant testified he has asked the landlord for a replacement key. The landlord has demanded \$80 for such a key. The landlord has reduced the price to \$10. The actual cost of a replacement key is \$2.

Section 7 of the Residential Tenancy Act regulations provides as follows;

**Non-refundable fees charged by landlord**

**7 (1)** A landlord may charge any of the following non-refundable fees:

- (a) direct cost of replacing keys or other access devices;
- (b) direct cost of additional keys or other access devices requested by the tenant;

I ordered that the landlord comply with section 7(1)(b) of the Residential Tenancy Act Regulations and provide the Tenant with a replacement key for it's direct cost.

Conclusion:

In summary made the following orders:

- I ordered that the one month Notice to End Tenancy dated July 31, 2017 be cancelled. The tenancy shall continue with the rights and obligations of the parties remaining unchanged.
- I ordered that the retain the services of a plumber who is to inspect the toilet and make the required repairs to the toilet and surrounding floor within 14 days of receipt of this decision and order.
- I ordered that the landlord comply with section 7(1)(b) of the Residential Tenancy Act Regulations and provide the Tenant with a replacement key for it's direct cost

**This decision is final and binding on the parties.**

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 18, 2017

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Residential Tenancy Branch