



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR OPR MNDCT

Introduction

Only the landlord attended the hearing and gave sworn testimony. The tenant did not attend this hearing, although I left the teleconference hearing connection open until 1:15 p.m. in order to enable the tenant to call into this teleconference hearing scheduled for 1:00 p.m. on April 19, 2018. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

The 10 Day Notice to End Tenancy is dated March 21, 2018 to be effective March 30, 2018 and the landlord said it was served personally on the tenant and the tenant served them personally with his Application dated March 25, 2018. I find the documents were legally served for the purposes of this hearing. The tenant applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) To cancel a notice to end tenancy for unpaid rent pursuant to section 46;
- b) To obtain compensation of \$1000 for emergency repairs done by the tenant; and by amendment, to obtain compensation of \$16,100 for loss of his belongings;
- c) To set limits on the landlord's entry into the suite pursuant to section 29.

Issue(s) to be Decided:

Is the tenant entitled to any relief? Is the landlord entitled to an Order of Possession if the tenant is unsuccessful in the application?

Has the tenant proved on the balance of probabilities that they are entitled to compensation for emergency repairs allegedly done by them during the tenancy and to compensation for loss of belongings? Have they proved the landlord is entering illegally

into their suite and they are entitled to an order that the landlord comply with section 29 of the Act?

Background and Evidence

The undisputed evidence is that the tenancy commenced about one and a half years ago, rent is \$1600 a month and a security deposit of \$800 was paid. The landlord served a Notice to End Tenancy for unpaid rent of \$1730. They said the tenant has still not paid rent. He abandoned the home for a time after a dispute with his girlfriend. Doors were left open and random people were entering. The landlord said they removed the tenant's goods and stored them in a secure room when it appeared he had abandoned the unit. Two witnesses provided letters as evidence that they assisted the landlord to do this. The landlord said the tenant then came back and retrieved his goods under police supervision. He continues to reside in the house and not pay rent. They obtained an Order of Possession earlier in the year and but did not enforce it because the tenants kept saying they were going to pay the rent.

On the basis of the documentary and solemnly sworn evidence presented for the hearing, a decision has been reached.

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Analysis:

Section 26 of the Act provides the tenant must pay rent on time whether or not the landlord fulfills their obligations under the Act. Section 46 of the Act states a 10 Day Notice may be served for unpaid rent. Although the tenant submitted an Application to dispute the Notice, I find he did not attend to support his application. I find the landlord's evidence credible that the tenant has not paid the overdue rent. I dismiss the tenant's application to cancel the Notice. Section 55 of the Act provides in these circumstances, the landlord is entitled to an Order of Possession. I find the landlord entitled to an Order of Possession effective two days from service. I advised the landlord that they must enforce the Order of Possession through the Supreme Court to evict the tenant.

Regarding the tenant's claims for compensation, I find insufficient evidence to support his claim for compensation for emergency repairs. I also find insufficient evidence to support his claim for compensation for his belongings. I find the weight of the evidence is that he left the premises open for some time to random persons entering and that the landlord safely stored his goods. I find the evidence is that he retrieved his belongings under police supervision. I dismiss his claim for compensation without leave to reapply.

I also find insufficient evidence that the landlord was entering his unit illegally. I dismiss this portion of his claim.

Conclusion:

The Application of the Tenant to set aside the Notice to End Tenancy is dismissed. The tenancy is at an end on March 31, 2018. An Order of Possession is issued to the landlord effective two days from service.

I dismiss the Application of the tenant for compensation in its entirety without leave to reapply.

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: April 19, 2018

Residential Tenancy Branch