



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR, FF

Introduction:

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

- a. An order to cancel the 10 day Notice to End Tenancy dated May 2, 2018
- b. An order for emergency repairs and repairs
- c. An order restricting or suspending the landlord's right to enter the rental unit.
- d. A monetary order
- e. An order to reduce the rent for repairs, services or facilities agreed upon but not provided
- f. An order to provide services or facilities required by the tenancy agreement or law.
- g. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the 10 Notice to End Tenancy was personally served on the Tenant on May 2, 2018. Further I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlord. With respect to each of the applicant's claims I find as follows:

Issues to be Decided:

The issues to be decided are as follows:

- a. Whether the tenants are entitled to an order cancelling the 10 day Notice to End Tenancy dated May 2, 2018?
- b. Whether the tenants are entitled to an order for emergency repairs and repairs

- c. Whether the tenants are entitled to an order restricting or suspending the landlord's right to enter the rental unit.
- d. Whether the tenants are entitled to a monetary order and if so how much?
- e. Whether the tenants are entitled to an order to reduce the rent for repairs, services or facilities agreed upon but not provided
- f. Whether the tenants are entitled to an order to provide services or facilities required by the tenancy agreement or law.
- g. Whether the tenants are entitled to an order to recover the cost of the filing fee.

Background and Evidence:

The tenancy began on October of 2009. The present rent is \$1342 per month payable in advance on the first day of each month. The tenants paid a security deposit and pet damage deposit which totals \$1800

The landlord testified the tenants failed to pay the rent for November 2017 and January to May 2018 and the sum of \$8052 is owed. The tenants dispute the amount that is owed. However, he acknowledged he failed to pay the rent for 4 months. He further testified he provided the landlord with post dated cheques but the landlord has not cashed them. The landlord has not provided him with a contact number. The tenant stated he has been experiencing significant plumbing and other problems in the rental unit.

The tenants vacated the rental unit at the end of May 2018. The agent for the landlord testified she the keys were returned to her in early June 2018.

Determination and Orders:

After carefully considering all of the evidence I determined that the landlord has established sufficient cause to end the tenancy. There is outstanding rent and the landlord used the approved form. As a result I dismissed the tenant's application to cancel the 10 day Notice to End Tenancy. I order that the tenancy shall end.

I dismissed the remainder of the tenant's application without leave to re-apply with the exception of the monetary claim as those claims relate to an ongoing tenancy.

I dismissed the tenants' monetary claim with leave to re-apply as that can be dealt with in a separate hearing and is not related to an ongoing tenancy.

Order for Possession:

The landlord stated she wanted an Order of Possession. The Residential Tenancy Act provides that where an arbitrator has dismissed a tenant's application to cancel a Notice to End Tenancy, the arbitrator must grant an Order for Possession. I granted the landlord an Order for Possession.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

The landlord stated she wanted a monetary order for the arrears of rent that is owed. However, the landlord has not filed an Application for Dispute Resolution. An arbitrator does not have jurisdiction to grant a monetary order in favor of a respondent who has not filed an Application for Dispute Resolution unless the other side has agreed to it. The tenant made a proposal that was not accepted by the landlord. He was not prepared to agree to the amount the landlord says is due and owing. The landlord retains the right to file an Application for Dispute Resolution to make a monetary claim.

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: June 15, 2018

Residential Tenancy Branch