



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CALEDONIA REALTY LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR OPR RR FF

Introduction:

Both parties filed Applications but only the landlord attended and gave sworn testimony. The tenant did not attend this hearing, although I left the teleconference hearing connection open until 11:15 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 11:00 a.m. on October 16, 2018. The landlord 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 landlord confirmed service of the 10 Day Notice to End Tenancy dated August 2, 2018 to be effective August 15, 2018 by posting it on the door on August 2. They confirmed they received service of the tenant's Application for Dispute Resolution but not any evidence from them I find the Notice to End Tenancy and Applications were legally served pursuant to sections 88 and 89 of the Act for the purposes of this hearing. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 46 and 67 for unpaid rent;
- b) An Order of Possession pursuant to sections 46 and 55; and
- c) An order to recover the filing fee pursuant to Section 72.

The tenant applies pursuant to the Act for orders as follows:

- d) To cancel a Notice to End Tenancy for unpaid rent pursuant to section 46;
and
- e) A monetary order or rent rebate as compensation for repairs done personally;

Issue(s) to be Decided:

Has the landlord proved on the balance of probabilities that rent is owed and they are entitled to an Order of Possession and a monetary order for rental arrears and to recover the filing fee for this application?

Or is the tenant entitled to any relief and/or compensation?

Background and Evidence:

Only the landlord attended the hearing although the tenant had filed an Application to be heard at the same date and time. The landlord was given opportunity to be heard, to present evidence and to make submissions. The landlord provided the following evidence;

1. The tenancy commenced June 1, 2015, rent is \$500 a month and a security deposit of \$250 was paid. The landlord submitted a Direct Request and obtained an Order of Possession pursuant to the 10 Day Notice to End Tenancy dated August 2, 2018 to be effective August 15, 2018. He also obtained a monetary order for rent owed to the end of August 2018 in the amount of \$500 plus \$100 filing fee.
2. The tenant applied for Review and was unsuccessful on Sept. 11, 2018.

The landlord requests an additional monetary order for \$500 for the over holding rent for October 2018 as the tenant is still residing in the unit. The landlord said they are currently processing the paper work for the bailiff to evict and for enforcement of the monetary order.

The tenant's claim is for \$493.52 for the landlord's failure to repair and for work he did himself. He provided one invoice he sent to the landlord for \$141.12 for items apparently to repair a dryer duct. The landlord said they have their own maintenance crew and they never authorized the tenant to do any work. They have maintenance work performed by professionals.

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

Analysis:

The matter of the Order of Possession and unpaid rent was dealt with in a previous Decision. As it was already heard and decided, I find I have no jurisdiction to deal with it.

Monetary Order:

In respect to the request for a monetary order for over-holding rent, I find the landlord has satisfied the onus of proving on a balance of probabilities their claim. I find the landlord's rent records well maintained and the tenant is still in residence and not paying rent. I find the landlord entitled to a monetary order for \$500 for over-holding rent for October 2018 and to recover their filing fee.

On the tenant's application, the onus is on him to prove on the balance of probabilities his claim. I find insufficient evidence to prove the landlord has not done necessary repairs or that the tenant was authorized to do repairs and be compensated. I find fixing a dryer vent is not an emergency repair as defined in section 33 of the Act; furthermore, the tenant did not follow the procedure under section 33 of the Act to claim for any emergency repairs which he might have done. Furthermore, I find he served none of his evidence on the landlord so I decline to consider it. I dismiss the tenant's Application.

Conclusion:

I dismiss the application of the tenant in its entirety without leave to reapply; his filing fee was waived.

I find the landlord entitled to recover \$500 for over holding rent for October 2018 plus the \$100 filing fee for a total of \$600.

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: October 16, 2018

Residential Tenancy Branch