



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, ERP, RR, OPR, MNR & FFL

The Application for Dispute Resolution filed by the Tenant makes the following claims:

- a. An order to cancel the 10 day Notice to End Tenancy dated October 10, 2018
- b. An order for emergency repairs
- c. An order for the reduction of rent.

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. An Order for Possession for non-payment of rent
- b. A monetary order in the sum of \$1975 for unpaid rent and damages
- c. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of a representative of the applicant and in the absence of the respondent 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.

Preliminary Matter:

The Application for Dispute Resolution filed by the landlord was set for hearing on December 12, 2018 before another arbitrator. The landlord requested the hearing be brought forward so that it can be heard at the same time as the Tenant's application. The Tenant did not oppose this request. As a result I determined that as the issues in both hearing are the same I ordered that the landlord's application be brought forward so that it is heard today at the same time as the Tenant's application. I also ordered the landlord's application be amended to include a claim for rent for November 2018.

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. The parties acknowledged they had received the documents of the other party.

I find that the 10 day Notice to End Tenancy was personally served on the Tenant on October 10, 2018. Further I find that the Application for Dispute Resolution and Notice

of Dispute Resolution Hearing was filed by the Tenant was served on the landlord by mailing, by registered mail to where the landlord resides on October 15, 2018. I find that the Application for Dispute Resolution filed by the Landlord was sufficiently served on the Tenant. 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 10 day Notice to End Tenancy dated October 10, 2018?
- b. Whether the tenant is entitled to an order for emergency repairs?
- c. Whether the tenant is entitled to an order for a reduction of rent.
- d. Whether the landlord is entitled to an Order for Possession?
- e. Whether the landlord is entitled to A Monetary Order and if so how much?
- f. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence:

The parties entered into tenancy agreement that provided that the tenancy would start on September 1, 2017. The rent is \$725 per month payable on the first day of each month. The tenant did not pay a security deposit.

The landlord testified the tenant failed to pay all of the rent and the following sum of \$2400 is due and owing particulars are as follows:

- \$125 for March 2018
- \$125 for April 2018
- \$275 for June 2018
- \$375 for July 2018
- \$425 for August 2018
- \$325 for September 2018
- \$325 for October 2018
- \$425 for November 2018

The tenant testified there are only 4 receipts given by the landlord and the receipts indicate that only \$775 is owed. She later testified she paid the amounts claimed by the landlord with the exception that she owes \$775.

The tenant also claimed \$200 on the basis that the landlord failed to repair a broken door and a broken window. Further the landlord failed to pay for bedbugs, cockroaches and mice when asked to do so.

The tenant continues to reside in the rental unit.

Tenant's Application:

After carefully considering all of the evidence I determined I determined that the landlord has established sufficient cause to end the tenancy. I prefer the landlord's evidence as to the amount of rent owing rather than the tenant's evidence. The tenant was guarded with her testimony about the payment of rent. I accept the landlord's testimony that \$2400 is owed to the end of November 2018.

As a result I dismissed the tenant's application to cancel the Notice to End Tenancy. I order that the tenancy shall end on the date set out in the Notice.

Order for 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. As a result I granted the landlord an Order for Possession on 2 days notice.

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.

I dismissed the tenant's application for an order for emergency repairs as the tenancy is coming to an end.

The tenant testified the landlord failed to repair a broken window and door and failed to spray for bedbugs, cockroaches and mice. While the application is unclear it appears the Tenant is claiming a reduction of rent of \$200 per month. The landlord failed to provide sufficient evidence to dispute the Tenant's claim. I determined the tenant is entitled to a reduction of rent of \$75 per month for 15 months or the sum of \$1125.

Landlord's Application - Order of Possession:

For the reasons set out above I determined the landlord was entitled to an Order for Possession.

Analysis - Monetary Order and Cost of Filing fee:

I determined the tenant has failed to pay the rent for the month(s) of March 2018 to November 2016 and the sum of \$2400 remains outstanding. I granted the landlord a monetary order in the sum of \$2400 plus the sum of \$100 in respect of the filing fee for a total of \$2500.

Conclusion:

I dismissed the Tenant's application to cancel the 10 day Notice to End Tenancy and I granted an Order of Possession. I dismissed the Tenant's application for emergency repairs. I ordered that the rent be reduced by \$1125 for the period September 2017 to November 2018.

I granted the landlord an Order of Possession and I determined the landlord has established a claim against the Tenant in the sum of \$2500. After setting off one claim against that of the other I ordered that the Tenant pay to the landlord the sum of \$1375.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

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: November 22, 2018

Residential Tenancy Branch