



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding EUROPORT ENTERPRISE LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT OLC PSF RP RR

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant for a monetary order for compensation or other money owed, to have the landlord make repairs to the unit, to reduce rent for and to have the landlord provide services.

Both parties appeared, gave affirmed testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the tenant indicated several matters of dispute on the Application for Dispute Resolution.

I find that not all the claims on this Application for Dispute Resolution are sufficiently related to be determined during these proceedings. I will, therefore, only consider the tenant's request to have the landlord provided services agreed a upon. The balance of the tenant's application is dismissed, with leave to re-apply.

Issue to be Decided

Should the landlord be ordered to provided services agreed upon?

Background and Evidence

The tenancy began March 2015. Rent in the amount of \$825.00 was payable on the first of each month. A security deposit of \$412.50 was paid by the tenant. The parties disagreed on the amount of pet deposit paid. The parties agreed garbage was a service provided under the tenancy.

The tenant testified that they have been without garbage service since the beginning of October 2018. The tenant stated that they have been relying upon friends to help dispose of the garbage, which has been inconvenient.

The tenant testified that they also want the landlord to provide receipt for rent payments made in cash.

The landlord's agent testified that the garbage services were changed when the commercial tenant left. The agent stated that the tenant told them they did not need garbage services, as the tenant worked at a soup kitchen and could take their garbage there for disposal. The agent stated that the tenant had deduct the amount of \$5.00 from the rent for the loss of the service.

The landlord's agent testified that there have always been garbage services available; however, since the tenant was disposing their garbage elsewhere they did not provide a key to the garbage facilities to the tenant. The agent stated that they could meet with the tenant today at 4:00 pm to provide the tenant with a key and show the tenant where the garbage facilities is located.

The tenant agreed to meet at their residence today at 4:00pm to obtain a key.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In this case, the landlord has agreed to give the tenant a key to the garbage facilities. Therefore, I find it not necessary to order the landlord to provide services agreed upon.

The parties agreed that they would meet on October 11, 2019, at 4:00pm at the rental unit for the tenant to be given a key and shown where the garbage facility is located.

The landlord further agreed to provide receipts for all future cash payment made for rent.

Conclusion

The parties agreed that services for garbage disposal will be reinstated. The parties agreed that the landlord will provide receipts for cash payments of rent.

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 13, 2019

Residential Tenancy Branch