



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR, MNDC, OLC, MNSD, 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 October 4, 2019.
- b. An order disputing a rent increase that was above what is permitted by law.
- c. An order that the landlord comply with the Act, Regulations and/or tenancy agreement.
- d. An order that the landlord reduce rent for repairs, services or facilities agreed upon but not provided.

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 day Notice to End Tenancy was served on the Tenant by posting on October 4, 2019. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on or about September 4, 2019. The Tenant personally served the Amendment to the Application for Dispute Resolution around the middle of October. 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 tenant is entitled to an order cancelling the 10 day Notice to End Tenancy dated October 4, 2019?
- b. Whether the tenant is entitled to an order disputing a rent increase?

- c. Whether the tenant is entitled to an order that the landlord comply with the Act, Regulations and/or tenancy agreement?
- d. Whether the tenant is entitled to an order for the reduction of rent?

Background and Evidence:

In 2018 the tenant and her spouse entered into a fixed term tenancy agreement that provided for a one year term ending on March 31, 2019. The rent was \$1195 plus the tenants agreed to pay 60% of the electrical bill. The tenants paid a security deposit of \$597.50.

In October 2018 the parties agreed to an Addendum where the tenant's spouse was released from the tenancy agreement.

On February 5, 2019 the tenant and the landlord agreed to extend the fixed term tenancy agreement commencing April 1, 2019 to March 31, 2020.

The rent was increased to \$1224 commencing April 1, 2019.

The tenant failed to pay the rent for October 2019 and November 2019. She has not paid the rent for December 2019. She testified she has moved almost all of her belongings out and she did not object to the issuance of an Order of Possession.

Analysis: Tenant's Application to Cancel the 10 day Notice to End Tenancy:

After carefully considering all of the evidence I determined that the landlord has established sufficient cause to end the tenancy. There is outstanding rent. 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 on the date set out in the Notice. The tenant testified she is in the process of moving out. .

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.

Tenant's Application for a Monetary Order of \$1400 for the Reduction of Rent:

With respect to each of the Tenant's claims I find as follows:

- a. I dismissed the Tenant's application of compensation for the reduced value of the tenancy for the power being disconnected on 3 occasions. At the time it was the upstairs tenant's responsibility to pay the hydro. Once the landlord became aware the upstairs tenant had failed to keep the hydro in good standing the landlord put the hydro in its name to ensure service continued. Secondly, the outage in each occasion was around 6 hours and not significant enough to amount to a breached of the covenant of quiet enjoyment. Finally, the tenant failed to prove any significant disruption.
- b. I dismissed the tenant's claim for compensation for the loss of two strollers. The tenant claimed \$200 for one and \$400 for the other. The strollers were left in a pile of belongings left by the upstairs tenant when she left. The tenant was aware the landlord's agents were removing the belongings and failed to advise the agents that the strollers belonged to her. The landlord reimbursed the tenant \$100 for these goods. Finally, the tenant failed to provide evidence as to the value of her loss.
- c. I dismissed the tenant's claim of \$500 for the failure of the landlord to fixed outlets in the kitchen and the bathroom. The tenant failed to provide sufficient evidence to prove a loss.
- d. I dismissed the tenant's claim for reimbursement of the cost of electricity payments that she was required to pay. She testified it was not fair that she be required to pay 60% of the hydro when she only had 1/3 of the rental property. The tenant agreed to this division in the tenancy agreement and it is binding on her. Further, I accept the testimony of the landlord that the reason for this division was that the heat for the upper portion of the heat was provided in the form of a gas furnace. The tenancy agreement did not require that the pay for gas.
- e. I dismissed the Tenant's claim for the landlord to return the security deposit to the tenant. That claim is premature. A landlord has 15 days from the later of the end of the tenancy or the date when the landlord receives the tenant's forwarding address in writing to either reach a agreement in writing with the tenant about the security deposit or to file a Application for Dispute Resolution seeking an order to keep the security deposit.
- f. I dismissed the Tenant's claim that the landlord comply with the Act, Regulations and/or tenancy agreement as there is insufficient evidence for such an order.

All claims are dismissed without leave to re-apply.

Tenant's Application disputing a rent increase.

I dismissed the tenant's application disputing a rent increase without leave to re-apply as the rent increase given by the landlord complied with the legislation.

Conclusion:

I dismissed the Tenant's application to cancel the 10 day Notice to End Tenancy and I issued an Order of Possession on 2 days notice. I dismissed the Tenant's application for a monetary order for a reduction of rent, for an order that the landlord comply with the Act, Regulations and/or tenancy agreement and an order disputing a rent increase without liberty to re-apply.

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: December 02, 2019

Residential Tenancy Branch