



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, RP, OLC

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant filed under the *Residential Tenancy Act*, (the “Act”), to cancel a 10-Day Notice to End Tenancy for Unpaid Rent (the “Notice”) issued on July 16, 2020, for an order for the Landlord to repair the rental unit, and for an order for the landlord to comply with the Act, regulation and/or the tenancy agreement. The matter was set for a conference call.

Both the Landlord and the Tenant attended the conference call hearing and were each affirmed to be truthful in their testimony. Both parties were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. The parties confirmed receipt of all evidence submissions.

In a case where a tenant has applied to cancel a Notice, Rule 7.18 of the Residential Tenancy Branch Rules of Procedure requires the landlord to provide their evidence submission first, as the landlord has the burden of proving cause sufficient to terminate the tenancy for the reasons given on the Notice.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Should the 10-Day Notice issued on July 16, 2020, be cancelled?
- If not, is the Landlord entitled to an order of possession?
- Should the Landlord be ordered to repair the rental unit?
- Should the Landlord be ordered to comply with the Act?

### Background and Evidence

While I have turned my mind to all of the accepted documentary evidence and the testimony of the parties, only the details of the respective submissions and/or arguments relevant to the issues and findings in this matter are reproduced here.

The parties agreed that a Notice to end tenancy for unpaid rent was served to the Tenant on July 16, 2020. The Notice indicated an effective end of tenancy date of July 26, 2020, and an outstanding rent amount of \$4,200.00, that was due on July 16, 2020.

The Tenant testified that the Landlord should not have issued the Notice to end tenancy, for unpaid rent during the COVID-19 emergency period.

The Landlord testified that they agreed that the Notice should have been issued as it included rent that came due during the COVID-19 emergency period. The Landlord also testified that they had not yet issued the required repayment plan for the outstanding rent for the COVID-19 emergency period.

The Tenant testified that they had told the Landlord of a needed repair to the rental property but that the Landlord had refused to complete the repairs. The Tenant testified that they had not served the Landlord with a letter detailing what repairs were required to the rental property.

The Landlord testified that they had completed all the repairs to the property that the Tenant had requested.

### Analysis

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

I accept the testimony of these parties, that the rent that was indicated as unpaid on the Notice was for the period of July 2020, and that the Landlord has not issued the rent repayment plan, as of the date of this hearing.

Pursuant to the COVID-19 (Residential Tenancy Act and Manufactured Home Park Tenancy Act) Regulation (no.2), a landlord may not issue a notice to end a tenancy due to unpaid rent that was due during the “Emergency period,” until there has been a breach of the repayment plan. The COVID-19 regulation defines the “Emergency period” the period between March 18, 2020, to August 17, 2020.

As this Notice was issued for rent due during the Emergency period and no repayment plan has been issued, I find that the Landlord breached the *Act* when they issued this Notice to end tenancy to the Tenant. Consequently, I grant the Tenant's application to cancel the Notice issued on July 16, 2020 and find that this Notice has no force or effect. The tenancy will continue until legally ended in accordance with the Act.

The Landlord was ordered during this proceeding to issue the repayment plan to the Tenant for all outstanding rent that came due during the Emergency period.

Additionally, I accept the Tenant's testimony that they had not issued the Landlord a written request to repair the rental unit. During this hearing, the Tenant was ordered to issue a written letter to the Landlord, detailing what needs to be repaired at the rental unit.

Conclusion

The Tenant's application to cancel the Notice is granted. The tenancy will continue until legally ended in accordance with the *Act*.

The Landlord is ordered to comply with the *Act* and issue the Tenant the repayment plan for all unpaid rent that came due during the COVID-19 rent exemption period.

The Tenant's application for an order to repair the rental unit is dismissed with leave to reapply.

The Tenant is ordered to comply with the *Act* and issue the Landlord a written request detailing the repairs needed to the rental unit.

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: August 27, 2020

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Residential Tenancy Branch