



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding The Ooknakane Friendship Centre
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, LAT, LRE, RP, OLC, PSF, FF, FF

Introduction

This hearing dealt with the tenant's application for dispute resolution seeking remedy under the Residential Tenancy Act (Act) for:

- an order cancelling the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (Notice) issued by the landlord;
- authorization to change the locks to the rental unit;
- an order suspending or setting conditions on the landlord's right to enter the rental unit;
- an order requiring the landlord to make repairs to the rental unit
- an order requiring the landlord to comply with the Act, regulations, or tenancy agreement;
- an order requiring the landlord to provide for services or facilities required by the tenancy agreement or the Act;
- a reduction in monthly rent; and
- recovery of the filing fee.

The tenant's advocate (advocate) attended the hearing; however, the landlord did not attend. The advocate said they represented the tenant, as the tenant was non-verbal due to serious health issues, and is currently on disability.

The advocate stated they served the landlord with their Application for Dispute Resolution, evidence, and Notice of Hearing (application package) on July 26, 2021. The advocate filed the Canada Post Customer Receipt containing the Tracking Number to confirm this mailing. The advocate said that they mailed the application package twice; however, the landlord failed to claim either package.

I find the advocate submitted sufficient evidence that the landlord was served notice of this hearing in a manner complying with section 89 of the Act and the hearing proceeded in the landlord's absence.

The advocate was informed at the start of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The advocate affirmed that they were not recording the hearing.

The advocate was provided the opportunity to present their evidence orally and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules.

Issue(s) to be Decided

Is the tenant entitled to cancellation of the Notice and the other relief sought?

Is the tenant entitled to recovery of their filing fee?

Background and Evidence

The advocate submitted that the tenant has now vacated the rental unit, out of fear for her personal safety. The advocate submitted that the landlord knowingly allows serious criminal activity to occur on the premises. In addition, the advocate submitted the condition of the residential property has become dangerous for the tenant, due to the serious state of disrepair and the criminal activity.

As to their request for cancellation of the Notice, the advocate submitted that the landlord requires the tenant to pay fluctuating rent increases throughout the year, depending on hotel season. The advocate said the beginning monthly rent was \$971.50, starting in September 2020. The advocate stated that the landlord serves this tenant with frequent Notices, when he has decided the rent is being increased that month.

The Notice at issue here was dated June 2, 2021, for an effective date of June 12, 2021, listing unpaid monthly rent of \$500. The tenant confirmed that they received the Notice on June 10, 2021, when it was posted to the door.

Analysis

As this tenancy has now ended, I find it was not necessary to consider the merits of the tenant's application at this hearing, as these issues relate to an ongoing tenancy. However, I have reviewed the undisputed evidence and heard the undisputed testimony of the tenant's advocate and find that the application raises serious concerns about the ongoing landlord's conduct. As such, on a balance of probabilities, I find it was necessary that the tenant, through their advocate, file an application at the time seeking resolution to the issues.

For this reason, I find the tenant/applicant is entitled to and I grant them recovery of their filing fee of \$100.

I grant the tenant a monetary order in the amount of \$100. Should the landlord fail to pay the tenant this amount without delay, the tenant must serve the landlord the order to be enforceable. The landlord is **cautioned** that costs of such enforcement are recoverable from the landlord.

The remaining balance of the tenant's application is dismissed, without leave to reapply, as the tenancy has now ended.

Conclusion

The tenant/applicant is granted recovery of their filing fee of \$100 and has been issued a monetary order in that amount.

The balance of the tenant's application is dismissed, without leave to reapply, as the tenancy has ended.

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 21, 2021