



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Ascent Real Estate Mgmt Corp.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR PSF RP RR FF

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A hearing by telephone conference was held on December 17, 2021. The Tenant applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "*Act*").

The Tenant attended the teleconference hearing and provided affirmed testimony. The Tenant confirmed she understood Rule 6.11. The Tenant testified that she sent a copy of her application and evidence package to the Landlord by registered mail on November 18, 2021. Proof of mailing was provided into evidence. I find the Landlord is deemed served with the application package, evidence, and the Notice of Hearing on November 23, 2021, the fifth day after it's registered mailing, pursuant to section 90 of the Act.

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.

Preliminary and Procedural Matters

The Tenant applied for multiple remedies under the *Act*, some of which were not sufficiently related to one another.

Section 2.3 of the Rules of Procedure states that claims made in an Application must be related to each other and that arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

After looking at the list of issues before me at the start of the hearing, I determined that the most pressing and related issues deal with whether or not the tenancy is ending and for issues relating to services or facilities included with the tenancy. As a result, I exercised my discretion to dismiss all of the Tenant's application, with leave to reapply, with the exception of the following claims:

- to cancel the 10 Day Notice to End Tenancy for Unpaid Rent (the Notice)
- I want the landlord to provide services or facilities required by the tenancy agreement or law

Issue to be Decided

- Should the Notice be cancelled?
- Is the Tenant entitled to an order that the Landlord provide services or facilities required under the tenancy agreement?

Background and Evidence

The Tenant stated that she has lived in the rental unit for approximately one year, and she pays month rent of \$899.00 by the first of each month. The Tenant stated she paid a security deposit of \$449.50 and this is still being held by the Landlord.

The Tenant stated that she received the Notice on or around November 10, 2021, for \$2,722.00 in unpaid rent and late fees. The Tenant stated that the Landlord has been completely ignoring her and her attempts to pay the rent, and arrange payments.

The Tenant also stated that on October 10, 2021, the water control valve in her shower broke off, and is no longer functional. As a result, the Tenant stated she is unable to turn the shower on at all, without special tools, and the Landlord has done nothing to fix the issue. The Tenant stated she emailed the Landlord on October 10, 2021, and the Landlord replied on October 21, 2021, indicating that a plumber should be attending the unit to fix the shower valve. However, the Tenant stated that no repairs have been made, the Landlord has ignored all requests for repairs, and she hasn't had a shower is nearly 2 months in her unit.

Analysis

In the matter before me, regarding the Notice, the Landlord has the onus of proof to prove that the Notice is valid. I find that the Landlord was properly served with the Notice of Hearing and failed to attend the hearing to prove the allegation within the Notice.

Therefore, as the Landlord did not attend the hearing on December 17, 2021, I cancel the Notice, dated November 9, 2021.

I Order the tenancy to continue until ended in accordance with the Act.

Next, I turn to the Tenant's request for the Landlord to provide services or facilities required by the tenancy agreement. I accept that the shower was included as part of the tenancy agreement, and that the shower control valve is no longer functional. I accept that the Tenant has made reasonable attempts to contact the Landlord, which have been largely ignored. I find there is evidence showing the Landlord was aware of the issue almost 2 months ago, and has failed to ensure this issue is fixed.

I find the Landlord is obligated to ensure the shower is repaired. The Tenant must serve the Landlord with a copy of this decision, and I order that the Landlord have a plumber attend the rental unit and fix the shower control valve, within a week after being served with a copy of this decision. Any requests for compensation for loss of use of the shower are dismissed, with leave, as noted above.

Section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. As the Tenant was successful in her application, I order the Landlord to repay the \$100.00 fee that the Tenant paid to make application for dispute resolution. The Tenant may deduct the amount of \$100.00 from one future rent payment.

Conclusion

The Tenant's application is successful. The Notice issued by the Landlord dated November 9, 2021, is cancelled.

I order that the Landlord have a plumber attend the rental unit and fix the shower valve, within a week after being served with a copy of this decision.

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 17, 2021

Residential Tenancy Branch