

## **DECISION**

### **Introduction**

This hearing dealt with the tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for:

- cancellation of the Landlord's Four Month Notice to End Tenancy Issued for Demolition, or Conversion of Rental Unit to Another Use (Four Month Notice) and an extension of the time limit to dispute the Four Month Notice under sections 49 and 66 of the Act
- an order to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided, under sections 27 and 65 of the Act
- an order for the Landlord to make repairs to the rental unit under sections 32 and 62 of the Act
- an order for the Landlord to provide services or facilities required by law under section 27 of the Act
- an order to suspend or set conditions on the Landlord's right to enter the rental unit under section 70(1) of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

and the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for:

- an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice) under sections 46 and 55 of the Act
- an Order of Possession based on a Four Month Notice to End Tenancy for Demolition or Conversion of a Rental Unit (Four Month Notice) under sections 49(6) and 55 of the Act
- a Monetary Order for unpaid rent under section 67 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

### **Service of Notice of Dispute Resolution Proceeding (Proceeding Package)**

I find that the Landlord(s) acknowledged service of the Proceeding Package and are duly served in accordance with the Act.

I find that the Tenant(s) acknowledged service of the Proceeding Package and are duly served in accordance with the Act.

## **Service of Evidence**

Based on the submissions before me, I find that the Tenant's evidence was served to the Landlord in accordance with section 88 of the Act.

Based on the submissions before me, I find that the Landlord's evidence was served to the Tenant in accordance with section 88 of the Act.

## **Issues to be Decided**

**Is the landlord entitled to an Order of Possession based on the 10 Day Notice?**

**Is the landlord entitled to a Monetary Order for unpaid rent?**

**Is the tenant entitled to more time to apply to cancel the landlord's Four Month Notice? If not, is the landlord entitled to an Order of Possession?**

**Is the tenant entitled to an order for the landlord to make repairs to the rental unit?**

**Is the tenant entitled to a reduction in rent for repairs, services or facilities agreed upon but not provided?**

**Is the landlord entitled to an order for the Landlord to provide services or facilities?**

**Is the tenant entitled to an order to suspend or set conditions on the landlord's right to enter the rental unit?**

**Is the Tennant entitled to recover the filing fee for this application from the Landlord?**

**Is the Landlord entitled to recover the filing fee for this application from the Tennant?**

## **Facts and Analysis**

I have heard all the testimony of the parties but will refer only to what I find relevant for my decision.

Both parties agree that monthly rent is \$2900.00 per month and due on the first day of the month. The Landlord provided a copy of the tenancy agreement showing a security deposit of \$1450.00.

**Is the landlord entitled to an Order of Possession based on the 10 Day Notice?**

The Landlord provided a copy of a valid 10 Day Notice signed on February 3, 2024, with a moveout date of February 10, 2024. It requests \$2900.00 due on February 1, 2024. The Tenant affirms getting the Notice between February 3 and February 5 of 2024.

Both parties agree that the Tenant paid \$2400.00 within 5 days of receiving the Notice. However, both parties agree that \$500.00 remains unpaid.

Both parties agree that, prior to the issuance of the 10 Day Notice, there had been a text message exchange where the Landlord offered the Tenant a one time \$400.00 reduction in rent for January 2024. The Tenant affirms making a counteroffer of an ongoing \$400.00 reduction in monthly rent, and this is why he only paid \$2400.00 after receiving the Notice.

If there was an agreement that the Tenant could reduce rent by \$400.00 per month on an ongoing basis, the Tenant would remain \$100.00 in arrears for February 2024 as he affirms only paying \$2400.00 of rent for said month.

However, the Tenant further affirms that he never received any confirmation of agreement to this counteroffer from the Landlord and affirms getting no response at all from the Landlord. The Landlord affirms never agreeing to the \$400.00, or any ongoing, reduction in rent.

I find that no agreement existed between the parties that rent could be reduced, and that the Tenant was required to pay the full amount of rent, \$2900.00, on February 1, 2024, or within 5 days of receiving the Notice.

Therefore, I find the Landlord is entitled to an Order of Possession under section 46 and 55 of the Act.

#### **Is the landlord entitled to a Monetary Order for unpaid rent?**

I find that the landlord has established a claim for \$500.00 in unpaid rent for February 2024. Therefore, I find the landlord is entitled to a Monetary Order for unpaid rent under section 55 and 72 of the Act.

#### **Is the tenant entitled to more time to apply to cancel the landlord's Four Month Notice? If not, is the landlord entitled to an Order of Possession?**

As the 10 Day Notice was not cancelled and the Landlord is being given an Order of Possession, this issue was not adjudicated and is dismissed, without leave to reapply.

#### **Is the tenant entitled to an order for the landlord to make repairs to the rental unit?**

As the 10 Day Notice was not cancelled and the Landlord is being given an Order of Possession, this issue was not adjudicated and is dismissed, without leave to reapply.

#### **Is the tenant entitled to a reduction in rent for repairs, services or facilities agreed upon but not provided?**

Under Rule of Procedure 2.3 Arbitrators may use their discretion to dismiss unrelated claims. Therefore, I chose to sever this issue, the Tenant has leave to reapply.

**Is the landlord entitled to an order for the Landlord to provide services or facilities?**

As the 10 Day Notice was not cancelled and the landlord is being given an Order of Possession, this issue was not adjudicated and is dismissed, without leave to reapply.

**Is the tenant entitled to an order to suspend or set conditions on the landlord's right to enter the rental unit?**

The Tenant affirms the Landlord entered the rental unit three times in the last two years, allegedly under the guise of doing repairs, but then only took pictures of the rental unit and left.

The Landlord confirms entering the rental unit, but denies it was to do repairs. He affirms entering the rental unit to complete inspections. He affirms taking pictures only of damage to the rental unit caused by the Tenant's dog.

The Tenant confirms having a dog which caused some damage to the rental unit.

The parties' affirmations differ in the amount of damage that existed and what was caused by the Tenant's dog.

Under section 29 of the Act a Landlord may inspect a rental unit monthly. I find three inspections by the Landlord in two years to be an allowable and reasonable amount under the Act. I further find taking pictures of damage to be a reasonable action.

Therefore, I find the tenant is not entitled to an order to suspend or set conditions on the landlord's right to enter the rental unit. I dismiss the Tenant's application without leave to reapply.

**Is the Tennant entitled to recover the filing fee for this application from the Landlord?**

As the Tenant was not successful in this application, the Tenant's application for authorization to recover the filing fee for this application from the Landlord under section 72 of the Act is dismissed, without leave to reapply.

**Is the Landlord entitled to recover the filing fee for this application from the Tennant?**

As the Landlord was successful in their application, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this application under section 72 of the Act.

**Conclusion**

The tenant's application for a reduction in rent for repairs, services or facilities agreed upon but not provided is dismissed with leave to reapply. The remainder of the tenant's application is dismissed without leave to reapply.

I grant an Order of Possession to the Landlord **effective at 1:00 PM on April 30, 2024, after service of this Order on the Tenant(s)**. Should the Tenant(s) or anyone on the

premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I grant the Landlord a Monetary Order in the amount of **\$600.00** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for unpaid rent under sections 55 and 72 of the Act	\$500.00
authorization to recover the filing fee for this application from the Tenant under section 72 of the Act	\$100.00
<b>Total Amount</b>	<b>\$600.00</b>

The Landlord may retain the amount of the Monetary Order from the tenant's security deposit as full satisfaction of the Monetary Order.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: March 28, 2024

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Residential Tenancy Branch