



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, RP, RR

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause. The tenant also applied for an order directing the landlord to carry out repairs and to reduce rent. The notice of hearing was served on the landlord in person on July 03, 2012. Despite having been served the notice of hearing, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

Issue to be Decided

Does the landlord have grounds to end this tenancy? Is the landlord negligent in his duties to maintain the rental unit and carry out repairs?

Background and Evidence

The tenancy began in August 2010. The monthly rent is \$525.00 payable on the first day of each month. On July 01, 2012, the landlord served the tenant with a notice to end tenancy for cause. The tenant disputed the notice in a timely manner.

The tenant stated that approximately two months into the tenancy, a sliding window in the bathroom broke and he informed the landlord. The landlord attempted to fix it himself but was unsuccessful. The tenant stated that at the time the landlord was inside the unit to fix the window, he was verbally abusive towards the tenant and left the tenant feeling intimidated. For this reason the tenant did not follow up with his request to repair the window. As of the date of the hearing, the window has not been repaired.

The tenant also stated that an element on his stove burnt out and the others have loose contacts. In June 2012, the tenant informed the landlord and was told to fix it himself. The tenant also stated that while cooking his smoke alarm was triggered and while he was in the process of getting the situation under control, the landlord entered the unit and started shouting at him. Shortly after, the landlord's son and mother entered and took the landlord away.

The tenant stated that the landlord enters the rental unit at will and would like the landlord to provide at least 24 hours notice prior to entering the rental unit.

Analysis

In order to support the notice to end tenancy, the landlord must prove at least one of the grounds alleged, as the reason for the notice. The landlord did not file any evidence to support the reasons for the notice to end tenancy, nor did he attend the hearing. Without other evidence to support the claim, the landlord has not met the burden of proof and therefore I allow the tenant's application and set aside the landlord's notice to end tenancy.

Based on the testimony of the tenant, I order the landlord to repair the bathroom window and replace the elements on the stove to render it fully functional. These repairs must be completed by August 15, 2012. If the landlord does not comply, then the tenant is at liberty to apply for a reduction in rent until the repairs are done.

The landlord is reminded that pursuant to Section 29 of the *Residential Tenancy Act*, the landlord must not enter a rental unit unless he gives the tenant at least 24 hours written notice.

Conclusion

The notice to end tenancy is set aside and the tenancy shall continue. The landlord must repair the bathroom window and the stove by August 15, 2012.

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: July 20, 2012.

Residential Tenancy Branch