



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR, RP

Introduction

This hearing concerns the tenant's application for cancellation of a notice to end tenancy for unpaid rent / and an order instructing the landlord to make repairs to the unit, site or property. The tenant participated in the hearing and gave affirmed testimony. The tenant testified that the application for dispute resolution and notice of hearing (the "hearing package") were served on the landlord by way of registered mail. Evidence submitted by the tenant includes the Canada Post tracking number for the registered mail, and the Canada Post website informs that the package was "successfully delivered." Despite this, the landlord did not appear.

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the month-to-month tenancy began on November 1, 2011. Monthly rent is \$695.00. Pursuant to a verbal agreement between the parties, half the rent is due at the beginning of the month, and the balance is due on the 15th day of the month. Rent for the first half of the month is paid by way of cheque issued by the Ministry, whereas the tenant pays cash for rent due at mid-month.

The landlord issued a combination 10 day notice to end tenancy for unpaid rent / and 1 month notice to end tenancy for cause dated August 8, 2012. The tenant filed an application to dispute the notice on August 10, 2012. The notice indicates that rent is outstanding in the total amount of \$1,014.02, as follows:

July:	\$319.02
August:	\$695.00

Subsequently, on August 15, 2012 the landlord's agent confirmed with the tenant that she had received a cheque from the Ministry in the amount of \$350.00. On that same day the tenant paid an additional \$665.00 in cash. The total arrears paid: \$1,015.00. Balance owed to the tenant: \$00.98.

As for September's rent, the tenant testified that it has been paid in full.

As for the aspect of the notice which concerns cause, reasons identified include, but are not limited to, a claim that the tenant is repeatedly late paying rent. In summary, the tenant disputes all reasons identified in the notice as cause for ending tenancy.

During the hearing the tenant described certain concerns with the condition of the unit which are addressed in greater detail below.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

Based on the documentary evidence and the affirmed / undisputed testimony of the tenant, I find that she was served with a combination 10 day notice and 1 month notice to end tenancy dated August 8, 2012. The tenant filed an application to dispute the notice on August 10, 2012. The tenant testified that all rent is paid in full to the end of September 2012, and she disputes all reasons cited in the notice for ending the tenancy for cause. As previously noted, the landlord did not attend the hearing. Further, there is no application before me from the landlord. In the result, the notice(s) to end tenancy is / are hereby set aside and the tenancy continues in full force and effect.

Section 32 of the Act addresses **Landlord and tenant obligations to repair and maintain**, and provides in part:

32(1) A landlord must provide and maintain residential property in a state of decoration and repair that

- (a) complies with the health, safety and housing standards required by law, and
- (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

Section 33 of the Act addresses **Emergency repairs**, and provides in part:

33(1) In this section, “**emergency repairs**” means repairs that are

- (a) urgent,
- (b) necessary for the health or safety of anyone or for the preservation or use of residential property, and
- (c) made for the purpose of repairing
 - (i) major leaks in pipes or the roof,
 - (ii) damaged or blocked water or sewer pipes or plumbing fixtures,...

Based on the documentary evidence which includes but is not limited to photographs, and the affirmed / undisputed testimony of the tenant, specific concerns identified by the tenant and my findings / orders in relation to each are set out below.

- 1) Water running down the bathroom wall over and around the light switch;
- 2) Water leakage around both back windows;
- 3) Water dripping from the light fixture in the ceiling;
- 4) Water buildup in the dryer hose;
- 5) Bulging wall between the laundry and the bedroom.

I hereby ORDER the landlord to FORTHWITH inspect the concerns / conditions identified immediately above, and complete all necessary repairs by not later than midnight, Saturday, October 20, 2012.

Conclusion

The notice(s) to end tenancy is / are hereby set aside. The tenancy continues uninterrupted.

The landlord is hereby **ORDERED** to comply with the **ORDER** set out above by not later than **midnight, Saturday, October 20, 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: September 13, 2012.

Residential Tenancy Branch