



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *OPR, CNR, MNR, CNC, OLC, RP, FF*

Introduction,

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession and for a monetary order for unpaid rent and the filing fee. The tenant applied for an order to cancel the notice to end tenancy and for an order directing the landlord to comply with the *Act* and carry out repairs. The tenant also applied for a monetary order for the cost of emergency repairs and the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to an order of possession or should the notice to end tenancy be set aside? Is the landlord entitled to a monetary order for unpaid rent? Is the tenant entitled to her monetary claim?

Background and Evidence

The landlord and tenant entered into a tenancy agreement on June 01, 2012 for a fixed term of one year. The rent is \$1,200.00 per month due on the first day of each month and does not include utilities.

The landlord stated that the tenant paid rent late repeatedly and also did not pay the utilities, despite several reminders. The tenant had agreed to pay \$150.00 per month towards utilities and the actual bill would be settled upon receipt. The tenant paid utilities for June and July in the amount of \$300.00.

The landlord is claiming utilities for the months of August, September and October and has filed bills in support of her claim. The tenant agreed that as of the date of the hearing (November 06) she had not paid rent for October and November. On October 02, 2012 the landlord had served the tenant with a ten day notice to end tenancy for unpaid rent. The tenant disputed the notice in a timely manner but did not pay the outstanding rent.

The tenant stated that on September 28, in response to the tenant's complaint, the landlord visited the unit with an electrician. The electrician found some problems and reported them to the landlord. The tenant filed a statement from a witness that describes the visit of the electrician and the landlord. The witness states that the electrician described the rental unit as unlivable as the wiring of the house was unsafe. The tenant stated that the landlord's electrician exaggerated the severity of the problem and she decided to bring her own electrician for a second opinion.

The tenant's electrician stated in a letter that the wiring is safe and the problem lies with the dryer. The tenant is claiming \$72.80 for the cost of the services of her electrician. The tenant admitted that the landlord had not agreed to cover the cost of the tenant's electrician.

The tenant has applied for an order directing the landlord to carry out repairs and to honor the term of the one year lease

Analysis

The tenant received the notice to end tenancy for unpaid rent, on October 02, 2012 and did not pay rent within five days of receiving the notice to end tenancy, pursuant to Section 46 to set aside the notice to end a residential tenancy, and the time to do so has expired.

In these situations, the *Residential Tenancy Act* provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the Notice. Pursuant to section 55(2) I am issuing a formal order of possession effective two days after service on the tenant. The Order may be filed in the Supreme Court for enforcement.

Based on the sworn testimony of both parties, I accept the landlord's evidence in respect of the claim. As agreed to by the tenant, I find that the tenant did not pay rent for two months and utilities for three months and now owes the landlord a total of **\$2,400.00** in unpaid rent and **\$713.38** in unpaid utilities.

Since the landlord has proven her case, she is also entitled to the recovery of the filing fee of **\$50.00**. Accordingly, I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the amount of **\$3,163.38**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The tenant made an application for a monetary order to cover the cost of the electrician's services. Since the landlord used the services of his own electrician and did not agree to cover the cost of hiring the tenant's electrician, I find that the tenant must bear the cost.

Since the notice to end tenancy is upheld and the tenancy is ending, the tenant's application for an order directing the landlord to carry out repairs is not necessary.

The tenant has not proven her case and must also bear the cost of filing her application.

Conclusion

I grant the landlord an order of possession effective two days after service on the tenant. I also grant the landlord a monetary order in the amount of **\$3,163.38**.

The tenant's application is dismissed in its entirety.

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: November 06, 2012.

Residential Tenancy Branch

