



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Multiple Realty Ltd and 0895441 BC Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, MNDC, OLC, ERP, RP, PSF, RR, OPR, MNR, MNSD,  
MNDC, FF

### Introduction

This hearing dealt with two related applications. One was the tenants' application for orders setting aside a 10 Day Notice to End Tenancy for Non-Payment of Rent; compelling the landlord to comply with the Act, regulation or tenancy agreement; compelling the landlord to make certain repairs; compelling the landlord to provide services or facilities required by law; allowing the tenants to reduce rent for repairs, services or facilities agreed upon but not provided; and awarding the tenants financial compensation for damage or loss under the Act, regulation or tenancy agreement. The second was the landlords' application for an order of possession, a monetary order and an order permitting retention of the security deposit in partial satisfaction of the claim.

The landlords' application was made in the name of a numbered company and a realty company. Two gentlemen appeared who stated they were the owners of the property. A representative of the realty company, who managed the rental on behalf of the owners, did not appear. One of the tenants appeared on behalf of both tenants.

As the claims are related one decision will be rendered for both.

### Issue(s) to be Decided

TEXT

### Background and Evidence

This tenancy commenced January 1, 2014 as a fixed term tenancy to expire January 14, 2015. The monthly rent of \$1500.00 is due on the first day of the month. The tenants paid a security deposit of \$750.00. The rent does not include electricity or heat. The tenancy agreement provides that a fee of \$25.00 per month will be applied to any late payment of rent.

In August the landlords' agent issued a 10 Notice to End Tenancy for Non-Payment of Rent. The notice claims that the August rent of \$1500.00 had not been paid. The tenant testified that he received the notice in the mailbox. The copy of the notice filed in evidence is neither dated nor signed. The tenant testified that the copy they received was dated but not signed.

The landlords testified that the tenants had not paid the July, August, September or October rent. They did not file copies of receipts or ledgers or any other documentation in support of this claim. The landlords were communicating with the agent by text message during the hearing. Based on a text received from the agent the landlords said the last payment received by the agent from the tenants was on July 2 but they were not able to say whether this payment was for the June or July rent.

The tenant testified that they paid the July rent but had not paid the August rent because, after paying B C Hydro to get the electricity reconnected, they did not have the money. Now they have the money to pay the rent but wanted to negotiate a reduction in rent in return for assuming responsibilities for pest control.

With regard to the hydro account the landlords testified that the tenants were supposed to put the account into their names but because the last tenants in this house had not paid their bill B C Hydro insisted that the account stay in the landlords' names. The landlords testified that when an invoice from B C Hydro it was given to the tenant, who refused to pay.

Eventually the hydro was disconnected. The tenants paid \$1163.00 towards the outstanding balance of \$1720.66 on June 5. The hydro was reconnected for a service reconnection fee of \$125.00.

The landlords claim payment of the outstanding hydro bill but only submitted the July 23 invoice as part of their evidence.

The tenant testified that he has been making payments to B C Hydro and it is only the current balance of \$120.00 that is outstanding.

The tenant stated that the problem was that the landlords never gave him authorization at B C Hydro to access the account until after the power was disconnected. He then testified that the landlords never gave him a copy of the hydro bills and never asked him for payment of the hydro bill until after it was disconnected. Later in his testimony the tenant said that he had paid one of the landlords \$300.00 every month, in cash, towards the hydro account. He alleged that the landlords received this money but did not pay

anything to B C Hydro. He argued that the landlords must have made some payments to B C Hydro because B C Hydro would never have left the account go for seven months before disconnecting the power.

The landlords vehemently denied the tenant's version of events.

The tenant said that as a result of the disconnection they were without lights for over a week and they lost the contents of the refrigerator. No detail was provided regarding the value of the contents of the refrigerator.

The tenant testified that they have a problem with bedbugs in the house; they reported this issue to the landlords' agent when she collected the rent in June; and that nothing has been done about the situation. He also stated that rats were a problem in the garage and in the yard.

The landlords filed invoices to show that the property had been treated for bedbugs in 2013. The landlords said the only complaints they had received about maintenance were those contained in the tenants' application for dispute resolution.

#### Analysis

Section 52 of the *Residential Tenancy Act* provides that in order to be effective a notice to end tenancy must, among other things, be signed and dated by the landlord or tenant giving the notice. There is no evidence that the 10 Day Notice to End Tenancy for Non-Payment of Rent served on the tenants was signed by anyone. As a result, I must find that it is invalid. The notice is set aside and the tenancy continues until ended in accordance with the legislation.

The tenant admitted that they have not paid the August, September or October rents. The evidence did not disclose any legal justification for the tenants withholding rent. The landlords may serve the tenants with a new 10 Day Notice to End Tenancy for Non-Payment of Rent for those arrears. If the tenants do not pay the arrears, either before being served with a new notice or within the time limits imposed by the legislation after being served with the new notice, the landlords may apply again for an order of possession and a monetary order.

Even if the tenants do pay the arrears they are reminded that their tenancy agreement requires them to pay \$1500.00 on the first day of the month, without deductions, and that failure to do so may result in the landlords serving them with another 10 Day Notice to End Tenancy for Non-Payment of Rent.

I do not accept the tenant's evidence that they paid \$300.00 per month directly to the landlord towards the hydro account. His testimony on this point was unclear and inconsistent. It was uncorroborated by any other witness or any documentation. Accordingly, any claim for reimbursement of money paid to the landlord for hydro is dismissed; as is any claim for interruption of electrical services.

The tenants did not provide any detail in support of the claim for lost food. That claim is dismissed.

The landlords did not provide any evidence as to the current balance of the B C Hydro account. Accordingly, no finding regarding the hydro account will be made.

With regard to the tenants' claim for repairs, as explained in the hearing, in general it is the tenant's responsibility to report the presence of bedbugs and rodents promptly and to co-operate with pest control measures. Once a landlord has received a report of bedbugs, rodents or other pests, it is their responsibility to promptly retain a qualified pest control company, to implement their recommendations, and to pay the bill.

There was not convincing evidence that the tenants had, in fact, notified the landlords or their agent, of the presence of bedbugs or rodents. If there is a problem, the tenants should submit a complaint to the landlords in writing. Upon receipt of the written complaint the landlords should have an inspection done by a qualified pest control company as soon as practicable. If the inspection confirms the presence of bedbugs or rodents the landlords must take all measures recommended by the pest control company and they should bear the cost for so doing. If the landlords do not follow these procedures after receipt of a written complaint from the tenants, the tenants may again apply to the Residential Tenancy Branch for a repair order and/or a rent reduction. However, if the result of the inspection is that there are no bedbugs or rodents at the rental unit the tenants must bear the cost of the inspection.

As the tenants were partially successful on their application they are entitled to reimbursement of the fee they paid to file this application. Pursuant to section 72(2), \$50.00 may be deducted from the rent due to the landlords.

#### Conclusion

The 10 Day Notice to End Tenancy for Non-Payment of Rent is set aside for the reason set out above. The tenancy continues until ended in accordance with the *Residential Tenancy Act*.

The tenants are awarded reimbursement of the \$50.00 fee they paid to file their application, to be deducted from the rent due to the landlords.

All other claims by the landlords and the tenants are dismissed.

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: October 08, 2014

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Residential Tenancy Branch

