



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR-MT, RR, LRE, OLC, PSF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- more time to make an application to cancel the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 66;
- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order to the landlord to provide services or facilities required by law pursuant to section 65;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70.

The tenant participated in the teleconference. The landlord had a representative appear on his behalf. At the outset of the hearing, I explained to the parties that as these hearings were teleconferences, the parties could not see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so.

All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation. All parties acknowledged the evidence submitted and were given an

opportunity to be heard, to present sworn testimony, and to make submissions. I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Both parties confirmed that they were ready to proceed with the hearing, they did not want to settle this application, and they wanted me to make a decision regarding this application. Neither party made any adjournment or accommodation requests. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary Issue #1

After having some discussions about the tenant's application, both parties agreed that the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated August 17, 2022 was addressed in a hearing in November 2022 and is no longer a part of this particular hearing, accordingly; I dismiss that portion of the tenants application along with the request for more time to dispute that notice.

Issue(s) to be Decided

Should an order be made to have the landlord comply with the Act, regulation or tenancy agreement?

Should a rent reduction be given to the tenant for services and facilities agreed to but not provided?

Should an order be made to have the landlord provide services and facilities agreed to but not provided?

Should an order be made to suspend or restrict the landlords access to the unit?

Background and Evidence

The tenant gave the following testimony. The tenant testified that he has rented the property since 2016 but has not lived there since November 2020. The tenant testified that the property is serviced by well water and a septic system. The tenant testified that "no water since 2019 no heat since 2018 no cooling since 2018". The tenant testified that he is seeking a 50% rent reduction from this point forward until the landlord makes the necessary repairs and doesn't want the landlord to go to the property without giving him proper notice. The tenant testified that there have been carloads of people showing up on the property claiming to be the owners when they are not.

The agent for the landlord made the following submissions. The agent submits that the landlord just purchased the property in June 2022. The agent submits that the landlord is willing to address all issues provided that they are given access to the property. The agent submits that they have given the tenant written notice sent by registered mail asking to inspect the property and any deficiencies, however, the tenant is nonresponsive. The agent submits that the landlord doesn't have keys to the property and is unable to access it even if proper notice is given. The agent submits that the tenant has stopped paying rent and that issue will be addressed in a separate hearing in March. The agent submits that the tenant's application should be dismissed.

Analysis

The tenant "checked" off several boxes for the issues he wanted addressed for this hearing, however the overarching issue is the lack of water, heat and cooling. The tenant has not submitted sufficient documentation to prove that these issues have been ongoing since 2018 and 2019 as he claims. In addition, the tenant has not provided sufficient evidence of mitigation as required under section 7(2) of the Act.

Furthermore, the tenant has not demonstrated the willingness to address the issues, in fact quite the opposite. The tenant states that he wishes to have all these issues addressed but has not provided any documentation to show or to initiate an inspection or meeting with the landlord to remedy the issue. Based on all of the above, and the lack of documentation before me, I find that the tenant has not provided sufficient evidence to prove any of the issues applied for and therefore I must dismiss this application in its entirety.

The tenant's application is dismissed without leave to reapply.

Conclusion

The tenant's application is dismissed in its entirety without leave to reapply.

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: February 06, 2023

Residential Tenancy Branch