



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      CNR, MNDC, OLC, ERP, RP, RPP, LRE, FF

### Introduction

This matter dealt with an application by the Tenant to cancel an Order of Possession for unpaid rent, a Monetary Order for compensation for damage or loss under the Act or tenancy agreement, an Order to enforce the landlord to comply with the Act or tenancy agreement, an Order for the Landlord to carry out emergency repairs, an Order for the Landlord to make repairs to the unit, an Order to return the tenants personal property and an Order to suspend or set conditions on the landlords right to enter the rental unit. The tenant has also applied to recover the filing fee for this proceeding.

Service of the hearing documents was done in accordance with section 89 of the *Act*. They were hand delivered to the Landlord on, April 08, 2009. The Landlord confirmed he had received them. Both parties appeared, gave their affirmed testimony, were provided the opportunity to present evidence and make submissions. During the course of the hearing both parties reached an agreement over the unpaid rent, repairs and compensation. The Landlords withdraw their notice to End Tenancy.

### Issues(s) to be Decided

- Are there arrears of rent and if so, how much?
- Is the Tenant entitled to compensation for damages?
- Is an order necessary to enforce the Landlord to comply with the act or tenancy agreement?

- Is a repair order necessary?
- Is the Tenant entitled to deduct the cost of repairs, services or facilities from the rent?
- Is an order necessary to suspend or set conditions on the Landlords right to enter the rental unit?
- Has the Landlord kept or destroyed any of the Tenants personal property?

## Background and Evidence

This tenancy started on December 09, 2005. Rent is \$835.00 per month payable on the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$387.50 on December 01, 2005. When the Tenant first moved into the rental unit there were a number of repairs that needed to be completed. The property manager at the time told the Tenant that repairs would be completed soon after he moved in. The Tenant testifies that these repairs were very slow in being completed and from December 15, 2008 to February 15, 2009 the Tenant had to use a neighbor's bathroom while work was going on in his bathroom. The Tenant and Landlord reached an agreement where the Tenant would pay a reduced rent until the repairs were completed to compensate him for the repairs not taking place in a timely fashion. However, the Landlords inadvertently served the Tenant with a 10 Day Notice to end the tenancy for unpaid rent. This has now been withdrawn by the Landlords as they testify that this was served in error.

The Tenant testifies that the owner of the building entered his rental unit without permission to paint one of the rooms. At this time the owner of the building removed and throws away a dresser containing family photographs that belonged to the Tenant. The Tenant would like to be compensated for this loss and would like an order preventing

the owner from entering his rental unit without following the correct procedures as laid out in the *Residential Tenancy Act*.

The Landlords agreed that this was an infringement of the Tenants' rights to quiet enjoyment and privacy and agreed to compensate him for his loss. The Tenant and Landlords reached an agreement where the Landlords would compensate the Tenant to the amount of \$1000.00 for the repairs not being completed in a timely manner and for the loss of his personal property. This payment consist of the \$500.00 reduction in rent for March and April which has already been agreed on and paid and for a further \$500.00 which will be reduced from his rent for May, 2009.

The Tenant, in agreeing to these terms, wants some assurance from the Landlords that the repairs' will be completed by May, 2009. The Landlords have agreed that all repairs will be completed within May, 2009.

## Analysis

I find that an agreement has been reached between the Tenant and the Landlords and the Tenant can withhold rent for May, 2009 of \$550.00 which comprises of \$500.00 for the remainder of the compensation agreed between the parties and \$50.00 for the filing fee.

A Landlord must provide and maintain residential property in a state of decoration and repair, pursuant to s. 32(1) of the *Act*. I find that repairs to the rental unit are taking much longer then was originally agreed between the Tenant and property manager at the time. Although the Landlords have started to carry out work on the rental unit they must complete all repairs by May 30, 2009.

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A Landlord must not enter a rental unit that is subject to a tenancy agreement for any purpose unless one of the following applies: (a) the Tenant gives permission, (b) The Landlord gives the Tenant written notice at least 24 hours before the entry stating the reason for the entry which must be reasonable, (c) the Landlord provides housekeeping services, (d) the Landlord has an Order of the director authorizing entry, (e) the Tenant has abandoned the rental unit, (f) an emergency exists and the entry is necessary to protect life or property, pursuant to s. 29(1) of the *Act*. The Tenant has a right to quite enjoyment and privacy and therefore I Order that the Landlord complies with the *Residential tenancy Act* before entering the rental property.

## Conclusion

**I Order** the Landlord to ensure all repairs to the rental unit are completed by **May 30, 2009**. If the repairs are not completed the Tenant can apply for Dispute Resolution under the *Residential Tenancy Act*, s. 32.

**I Order** the Landlord to comply with the *Residential Tenancy Act*, s. 29(1) with regard to entering the rental unit. The Landlord must provide 24 hours written notice to the tenant before entering the rental unit and give a reasonable purpose for the entry.

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: April 28, 2009.

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Dispute Resolution Officer