



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

ERP, RP, OLC

Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant has made application for an Order requiring the Landlord to make repairs; an Order requiring the Landlord to make emergency repairs; and an Order requiring the Landlord to make repairs.

The Tenant stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the Landlord via registered mail at the address noted on the Application, on March 27, 2009. A tracking number was provided. The Canada Post website shows the mail was returned to the sender on April 16, 2009. These documents are deemed to have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Landlord did not appear at the hearing.

Issue(s) to be Decided

The issues to be decided is whether an Order is required to ensure the Landlord complies with the Act in regards to ending a tenancy and to accessing the rental unit; and whether an Order requiring the Landlord to repair the toilets is required.

Background and Evidence

The Tenant stated that this tenancy began on October 01, 2008 and that the Tenant currently pays monthly rent in the amount of \$750.00.

The Tenant stated that the Landlord regularly comes to her rental unit in the later evening hours and verbally advises her that he will be evicting her. She stated that the Landlord has also accessed her rental unit on more than one occasion, for the purposes of repairing items, without proper notification. She is seeking an Order requiring the Landlord to comply with the Act in regards to accessing the rental unit and in regards to ending the tenancy.

The Tenant stated that the rental unit had two working toilets at the beginning of this tenancy. She stated that one of the toilets does not work and that the water supply to

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the second toilet must be turned on immediately prior to use and must be shut off immediately after use or the toilet will overflow. She stated that the Landlord is aware of the problem but he refuses to repair the toilets.

Analysis and Conclusion

I hereby Order the Landlord to comply with section 29 of the *Act* whenever he wishes to enter the rental unit. For the benefit of both parties, section 29 of the *Act* reads:

- 29** (1) 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 at the time of the entry or not more than 30 days before the entry;
 - (b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:
 - (i) the purpose for entering, which must be reasonable;
 - (ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees;
 - (c) the landlord provides housekeeping or related services under the terms of a written tenancy agreement and the entry is for that purpose and in accordance with those terms;
 - (d) the landlord has an order of the director authorizing the entry;
 - (e) the tenant has abandoned the rental unit;
 - (f) an emergency exists and the entry is necessary to protect life or property.
- (2) A landlord may inspect a rental unit monthly in accordance with subsection (1) (b).

I further Order that the Landlord comply with Section 52 of the *Act* if he wishes to end this tenancy without the consent of the Tenant. For the benefit of both parties, section 52 of the *Act* reads:

- 52** In order to be effective, a notice to end a tenancy must be **in writing** and must
- (a) be signed and dated by the landlord or tenant giving the notice,
 - (b) give the address of the rental unit,
 - (c) state the effective date of the notice,



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- (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and
- (e) **when given by a landlord, be in the approved form.**

In the absence of evidence to the contrary, I find that there were two functional toilets in the rental unit at the beginning of the tenancy and that neither of those toilets are currently functioning properly. I find, pursuant to section 32(1) of the Act, that the Landlord is obligated to maintain the toilets in the rental unit.

On this basis, I hereby Order the Landlord to repair both toilets in the rental unit prior to May 30, 2009. To ensure that the Landlord receives a copy of this decision, the Tenant is hereby directed to serve a copy of this decision on the Landlord, either in person or by registered mail.

In the event that the Landlord has not made both toilets fully functional within fifteen days of being served with a copy of this decision by the Tenant, I hereby authorize the Tenant to reduce her monthly rent by \$50.00, beginning on the month following the expiration of the fifteen day repair period and continuing on a monthly basis until such time as the toilets are functioning properly.

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: May 15, 2009.

Dispute Resolution Officer