

DECISION

Dispute Codes MNDC, RP, RPP, RR, O

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking a monetary order for compensation under the Act or tenancy agreement, for orders to have the Landlord make repairs to the unit, provide services or facilities, allow access to the rental unit, to allow the Tenant to reduce rent and for the Tenant to have a key to the mailbox.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Issues(s) to be Decided

Is the Tenant entitled to the relief sought?

Background and Evidence

The Tenant was claiming \$2,000.00 in compensation alleging she has been harassed for several months.

The Tenant testified she had moved into the rental unit thinking she was the only person living in the rental unit. She alleges that her tenancy agreement states this, although no copy of the tenancy agreement was submitted in evidence. It turned out that there was a roommate, who in fact was acting as the Landlord's Agent.

The Tenant alleges she is constantly being reminded to turn off lights or turn the water tap off. She is being told by the roommate to not use her dishes or to not use the kitchen. The Tenant alleges that the roommate often moves her dishes from one cupboard to a different cupboard. The Tenant feels like the roommate is trying to test her memory.

The Tenant claims there are things broken in the rental unit which were not at the start of the tenancy. She wants them repaired. She also has no cleaning supplies and expects them to be provided.

The Tenant further claims that she has no key to the mail box.

The Tenant alleges she has also been given a two month notice to end the tenancy by the roommate on a piece of paper or in a letter, and this occurred two days after the Tenant filed her Application for Dispute Resolution.

The Landlord initially felt he should not, "... be dragged into this...", as it was a matter between the roommate and the Tenant. However, the Tenant has been paying her rent directly to the Landlord since the outset of the tenancy, and the Landlord is the owner of the property. Apparently he prepared a tenancy agreement.

The Landlord testified that the Tenant has burnt pots and the microwave belonging to the roommate. Almost everything in the rental unit has been supplied by the roommate or the Landlord.

The Landlord was upset that the Tenant had installed a lock on the door to her room in the rental unit. He claims the Tenant has lost her keys to the rental unit and to the mailbox before. He testified he cannot make anymore keys up, as she is not paying him for the replacement keys.

He claims the Tenant leaves a radio and/or the lights on all the time, which the roommate has to pay for in the utilities bill.

Analysis

Based on the foregoing, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Landlord is required to provide access to the mailbox for the Tenant.

The Landlord was ordered to provide a mailbox key to the Tenant before 5:00 p.m. on December 9, 2009, or the Tenant may deduct \$100.00 from her monthly rent until the key is provided. Following this, if the Tenant loses the key to the mailbox herself the Landlord is entitled to recover the costs of copying a further set of keys from the Tenant and no rent reduction will occur.

The Tenant's claims for harassment are dismissed, as the Tenant has named the Landlord in this matter, and not the roommate. All other claims by the Tenant are dismissed due to insufficient evidence.

It appears from the testimony that the two month notice to end tenancy would not be valid, although I make no binding determination on this as that matter was not before me.

I explained to the Landlord and the Tenant that in order to end the tenancy, the Landlord must follow the Act and that a Notice to End Tenancy must given on a valid form, as issued by the Residential Tenancy Branch. I further explained that under a two month Notice, the Tenant must also receive the equivalent of one month of rent free. I am enclosing for each party a copy of a guidebook with information for the Tenant and the Landlord.

All other claims by the Tenant are dismissed due to insufficient evidence.

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: December 07, 2009.

Dispute Resolution Officer