

DECISION

Dispute Codes:

CNC, CNL, ERP, LRE, OLC, PSF, RP, FF

Introduction

This is the Tenants' application to cancel Notices to End Tenancy for Cause and Landlord's Use; for Orders that the Landlords comply with the Act, make regular and emergency repairs to the rental unit, provide services or facilities required by law; for an Order restricting the Landlords' right to enter the rental unit; and to recover the cost of the filing fee from the Landlord.

I reviewed the evidence provided prior to the Hearing. The parties gave affirmed testimony and the Hearing proceeded on its merits.

Preliminary Issues

At the onset of the Hearing, it was determined that the Tenants and Landlords had agreed to cancel the Notice to End Tenancy for Landlord's Use. The Tenants' application to cancel the Notice to End Tenancy issued November 19, 2009, is therefore dismissed as withdrawn.

Furthermore, the Tenants testified that, since filing their application on November 19, 2009, the emergency repairs to the door had been completed. Therefore the Tenants withdrew their application for an Order that the Landlords make emergency repairs to the rental unit.

The Notice to End Tenancy for Cause issued November 19, 2009, is not signed by the Landlord. Section 52 of the Act provides that, in order to be effective, a Notice to End Tenancy **must** be signed and dated by the party giving the notice. Therefore, I find the Notice to End Tenancy for Cause is of no force and effect.

Issues to be Decided

- Are the Tenants entitled to an Order that the Landlord comply with the Act?

- Should the Landlords be ordered to make repairs to the rental unit and provide services or facilities required by law?
- Should conditions be set on the Landlords' right to enter the rental unit?
- Are the Tenants entitled to recover the cost of the filing fee from the Landlords?

Background and Evidence

Tenants' testimony:

The kitchen sink and the bathtub in the rental unit take a long time to fill as the hot water is not hot enough. The water pressure for the hot water taps is too low and the water comes out of the tap in a slow trickle. It takes approximately 15 minutes to fill the kitchen sink in order to do the dishes. The pressure for the cold water is fine.

When the tenancy began, the Tenants had hot water in the laundry room, but the Landlords turned the hot water taps. Since the Tenants filed their application, the Landlords have turned the hot water back on, however the water temperature is warm at best.

The tenant who lives downstairs from the Tenants was harassing the Tenants, however, since the Tenants filed their application there have been no further incidents.

The Landlords were knocking on the Tenants' door and then entering the Tenants' home through the damaged door. Now that the door has been repaired, the Landlords have not been coming into the Tenants' suite uninvited.

Landlords testimony:

The Landlords got a new hot water heater tank and replaced the pipes before the Tenants took possession of the rental unit. The Landlords agreed that there was a problem with the water pressure and have been attempting to get a plumber to come in and fix the problem. There has been a problem arranging for a plumber to come during the hours that the Tenants are at home. The Tenants have a dog, and the Landlords are concerned that the dog be under control of the Tenants when the plumber comes to

look at the pipes. The hot water was originally set at a temperature that was too low, and the Landlords have increased the temperature on the hot water tank.

Analysis

The Tenants agreed to have their dog placed in the kennel when the plumber comes to look at the pipes. The parties were advised that the Tenants are not required to be present at the rental unit when the plumber comes to inspect the pipes. The Landlords are aware that they must give the Tenants 24 hours' written notice of when they wish to inspect the property, including the date the plumber will be attending, unless the Tenants give their permission otherwise.

The Landlords are directed to have the water pipes inspected, and repairs completed, as quickly as possible.

Many of the Tenants' concerns were addressed by the Landlord after the Tenants filed their Application for Dispute Resolution. The Tenants have been largely successful in their application and are entitled to recover the cost of the filing fee from the Landlords. In accordance with the provisions of Section 72, the Tenants may deduct \$50.00 from next month's rent.

Conclusion

Both Notices to End Tenancy, issued November 19, 2009, are cancelled. The Tenancy remains in full force and effect.

The Tenants may deduct \$50.00 from future rent due to the Landlords.

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: January 8, 2010
