

Decision

Dispute Codes: MNDC, RP, RPP, LRE, LAT

Introduction

This hearing dealt with an application by the tenant for 1) a monetary order as compensation for damage or loss under the Act, regulation or tenancy agreement, 2) orders instructing to landlord to i) make repairs to the unit, site or property, ii) return the tenant's personal property, iii) suspend or set conditions on the landlord's right to enter the rental unit, and 3) authorize the tenant to change the locks to the rental unit.

At the outset of the hearing, the tenant also requested that the landlord provide a written apology arising from its letter to her dated February 10, 2010.

Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the tenant is entitled to any or all of the above under the Act, regulation or tenancy agreement

Background and Evidence

Pursuant to a written tenancy agreement, the month-to-month tenancy began on September 1, 2003. Currently, the tenant's portion of monthly rent is \$342.00.

Previous hearings have been held in disputes related to this tenancy, and the relationship between the parties has become strained. Evidence submitted by the parties includes, but is not limited to, previous decisions issued by the Residential Tenancy Branch, audio recordings made by the tenant along with written transcripts, letters from health care practitioners, photographs, notices from the landlord to residents, correspondence from the landlord to the tenant and so on. While careful consideration will be given to the respective documentary evidence and testimony provided by the parties, not all details will be reproduced here.

Analysis

The full text of the Act, regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

The separate aspects of the tenant's application and my findings around each are set out below.

Letter of apology from the landlord

The tenant requests a written apology from the landlord arising from a letter to her from the landlord's regional operations manager dated February 10, 2010. In the letter, the landlord's agent describes some of the circumstances related to the tenant's refusal to permit contractors to enter her unit. In sum, the tenant is informed that "should there be a further incident where you disrupt the timelines of this immense project by denying legal entry we will have no option but to take further action and apply for an Order."

Section 6 of the Act speaks to **Enforcing rights and obligations of landlords and tenants**, and section 7 of the Act addresses **Liability for not complying with this Act or a tenancy agreement**. I find that the tenant's request for an apology falls outside the jurisdiction of the Act where it concerns "rights and obligations" and "liability for not complying." I therefore dismiss this aspect of the tenant's application.

Authorize the tenant to change the locks to the rental unit

The subject of locks was previously addressed in a decision dated April 27, 2010. In part, the decision reads as follows:

I further find that the tenant has changed the lock(s) on the unit without the landlord's written consent and without an order from the director.

Following from all of the above, I hereby order as follows:

- i) That the landlord may proceed to rekey the lock on the unit;

It is not apparent that, subsequent to issuance of the above decision, the landlord has had an opportunity to “proceed to rekey the lock” on the tenant’s unit. However, it is understood that the tenant has provided the landlord with a key to the lock that she herself installed. During the hearing, the tenant testified that the lock she installed enables her to securely lock the unit door.

In view of all the above, I hereby dismiss this aspect of the tenant’s application.

Make repairs to the unit, site or property

The tenant alleges that work undertaken in the unit by contractors resulted in damage to her bed. In her written submission the tenant states in part:

[my son and I] then re installed my bed and after doing that my son noticed that the corner of my bed was separated from the rest of the structure and a bracket had been pulled out and the wood of the frame was broken and the silicone [sic] was pulled apart. The area where the bed was broken was were [sic] [contractor] was doing his drilling. We put a large bracket into that area to repair the damage and it seems secure but tuke [sic] will tell. The wood in that area is broken and missing.

In the absence of ongoing difficulties between the parties related to unit access, I am persuaded that the landlord would have assessed the condition of the bed and undertaken any necessary repairs. In the meantime, it appears that any repairs required have been completed and the bed is fully functioning. I therefore dismiss this aspect of the tenant’s application.

Return the tenant’s personal property

The tenant states that two brackets are missing from blinds in her unit. She alleges that these went missing when the landlord undertook work related to window replacement. Despite the missing brackets, the tenant states that a family member assisted in firmly reinstalling the blinds. Accordingly, there is presently no need for these brackets.

While the parties agree that the replacement cost of the brackets is nominal and likely to be under \$10.00, the strain in the landlord – tenant relationship was reflected in the inability of the parties to agree by way of proposal and counter proposal on a means of resolving this relatively minor aspect of the overall dispute.

In the result, I find there is insufficient evidence that brackets went missing because of the actions of contractors working on window replacement. Further, as the blinds are now firmly in place, and the landlord plans to provide all units with new blinds on completion of the window installation, I dismiss this aspect of the tenant's application.

Suspend or set conditions on the landlord's right to enter the rental unit

This matter too was recently addressed in a decision dated April 27, 2010. In part, the decision referred the parties to the relevant legislation and policy guidelines, including section 29 of the Act which speaks to **Landlord's right to enter rental unit restricted**, and Residential Tenancy Policy Guideline # 7 which addresses "Locks and Access." Specifically, in the decision the landlord was instructed to access the tenant's unit within strict guidelines for completion of work associated with installation of windows.

I find there is insufficient evidence that the landlord has subsequently breached the relevant legislation or contravened the guidelines for access to the unit, which were set out in detail in the decision dated April 27, 2010. Accordingly, this aspect of the tenant's application is hereby dismissed.

Monetary order as compensation for damage or loss under the Act, regulation or tenancy agreement

Broadly, the tenant seeks compensation for "loss of vision and deterioration of health." The tenant testified that she had not determined any particular breakdown of the total compensation sought of \$25,000.00.

Significant components of this aspect of the application concern allegations there is noise pollution arising from the operation of the ventilation system, and from other

miscellaneous sounds coming from the inner courtyard. The tenant alleges that the landlord has been selectively unresponsive to her requests to adjust the thermostat in order to provide at least some temporary relief. Further, the tenant alleges that the landlord has been unresponsive to her requests for transfer to another unit.

Based on the documentary evidence and testimony of the parties, I find there is insufficient evidence that the landlord has been unresponsive to the tenant's complaints and requests concerning noise or her requests for transfer to another unit. Further, I find that evidence purporting to show that the landlord's conduct and management of the facility have contributed significantly to the tenant's "loss of vision and deterioration of health" is, on a balance of probabilities, speculative and inconclusive. The aspect of the tenant's application for a monetary order as compensation for damage or loss under the Act, regulation or tenancy agreement is, therefore, hereby dismissed.

Conclusion

Pursuant to the above, all aspects of the tenant's application are hereby dismissed.

DATE: June 29, 2010

Dispute Resolution Officer