

Decision

Dispute Codes: RP, PSF, FF

Introduction

This hearing dealt with an application by the tenants for an order instructing the landlord to make repairs to the unit, site or property / to provide services or facilities required by law / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the tenants are entitled to any or all of the above under the Act

Background and Evidence

Pursuant to a written tenancy agreement, the fixed term of tenancy is from August 1, 2010 to January 31, 2011. Rent in the amount of \$850.00 is payable in advance on the first day of each month. A security deposit of \$425.00 was collected on July 23, 2010. A move-in condition inspection report was signed by both parties, but a copy has not been provided to the tenants.

During the hearing the parties exchanged views on certain aspects of the dispute which include, but are not necessarily limited to, the number of keys available to the tenants, the dysfunctional intercom, provision of landlord's notice to enter the unit, replacement of fuses, and noise(s) made by residents living in other units in the building.

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/

Section 63 of the Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to partial resolution. Specifically, it was agreed as follows:

KEYS: - that the tenants will acquire and pay for an additional copy of their mailbox key and their unit key, and then present the receipt to the landlord for full reimbursement.

INTERCOM: - that the landlord will undertake to have the intercom repaired by no later than midnight, Tuesday, November 30, 2010.

24 HOUR NOTICE: - that, going forward, the landlord will undertake to comply with the provisions set out in section 29 of the Act which speaks to **Landlord's right to enter unit restricted**. This section of the Act provides, in part, as follows:

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;

MOVE-IN CONDITION INSPECTION REPORT: - that the landlord undertakes to provide FORTHWITH to the tenants a copy of the completed move-in condition inspection report. Related to this, section 23 of the Act addresses **Condition inspection: start of tenancy or new pet**. Further, section 18 of the Regulation addresses **Condition inspection report**, and provides in part:

18(1) The landlord must give the tenant a copy of the signed condition inspection report

(a) of an inspection made under section 23 of the Act, promptly and in any event within 7 days after the condition inspection is completed...

REPLACEMENT OF FUSES: - that the tenants will normally undertake themselves to replace any burnt out fuses, but will contact the landlord in the event they encounter any difficulties associated with same.

NOISE(S) FROM NEIGHBOUR(S) IN ADJACENT UNIT(S): - that the landlord will undertake again to address this concern directly with the neighbour in unit #119 by no later than midnight, Friday, November 19, 2010. Specifically, the tenants allege that the volume and duration of the thumping sound of base from music played in the neighbour's unit breaches their right to quiet enjoyment. In this regard, section 28 of the Act speaks to **Protection of tenant's right to quiet enjoyment**, and provides as follows:

28 A tenant is entitled to quiet enjoyment including, but not limited to, rights to the following:

- (a) reasonable privacy;
- (b) freedom from unreasonable disturbance;
- (c) exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit in accordance with section 29 [*landlord's right to enter rental unit restricted*];
- (d) use of common areas for reasonable and lawful purposes, free from significant interference.

AMENDMENT TO TENANCY AGREEMENT: - that the parties will undertake in the immediate future to amend the current tenancy agreement from what is a fixed term

tenancy, to a month-to-month tenancy. Related to this, section 14 of the Act speaks to **Changes to tenancy agreement**, and provides in part:

14(2) A tenancy agreement may be amended to add, remove or change a term, other than a standard term, only if both the landlord and tenant agree to the amendment.

FILING FEE: - as the tenants have achieved some success with their application, I find they are entitled to recover the filing fee. Accordingly, I hereby order that the tenants may recover the filing fee by withholding \$50.00 from the next regular payment of monthly rent.

Conclusion

Pursuant to the agreement reached between the parties, as set out above, the dispute is presently resolved.

I hereby order that the tenants may withhold \$50.00 from the next regular payment of monthly rent as the means for recovering the filing fee.

DATE: November 5, 2010

Dispute Resolution Officer