



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNDC, OLC, RR

Introduction

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order in the amount of \$1000.00, a request for an order for the landlord to comply with the tenancy agreement and the Residential Tenancy Act, a request to allow the tenant to reduce the rent, and a request for recovery of the filing fee.

Background and Evidence

The applicant testified that:

- The landlord was ordered to do repairs in the rental unit and has failed to do so, and therefore he wants the landlord again ordered to do those repairs.
- The landlord was ordered to repair the deck in the rental unit and as yet that repair is incomplete.

- The landlord was ordered to repair the heating system in the rental unit and to date the heating system is still not working.
- He has made numerous requests to the landlord to have these repairs completed however his requests go unheeded.
- A previous dispute resolution officer also ordered rent reductions until the repairs are completed; however with regards to the heat that rent reduction went only to the end of May 2011, and since he still has no heat he is requesting that that rent reduction be extended.
- He is also requesting a further rent reduction of \$200.00 per month until all the repairs are completed.
- He is also requesting \$1000.00 for the stress caused by the numerous Notices to End Tenancy that have been served on them by the landlord. There have been so many that it is his belief that it has become harassment.

The respondent testified that:

- All the decks in the building are being repaired, and in fact most of the repair is done and all that is left to do is to have the final waterproof coating applied.
- The final coating has been put on all the decks on the first floor of the building, it is being done on the second floor this week, and should be completed on the third floor within approximately 1 week.
- The tenant is fully aware of our schedule for doing the repairs to the decks and the fact that it is somewhat dependent on the weather as the decks must all be dry for the final coatings to be applied.
- The heating system to the tenants unit has been completely fixed, and they get no complaints from any other tenant in the building. The heat is kept at 19°C and it is their belief that this tenant just likes to have his unit hotter than most people.
- They certainly have not been harassing this tenant. The tenant is frequently late with his rent and they believe that every Notice to End Tenancy they have given has been a valid notice. The tenant continues to make deductions from the rent

even though some of the repairs have been completed, and in fact at this point he has not paid any rent for the month of June 2011 and he certainly does not have any authority to withhold the full rent.

- They believe this application should be dismissed in full and they believe it's simply an attempt by the tenant to extort money from the landlords.

Analysis

There are already repair orders in place for the deck and the heating system and therefore I will not issue duplicate Repair orders.

Further the tenant has already been granted rent reductions until the repairs are completed, and therefore that matter has been dealt with as well and I will not order any further rent reductions, nor will I extend the rent reduction that ended May 31, 2011, because a Dispute Resolution Officer has already made a finding as to what length of reduction is appropriate.

I also deny the tenants request for \$1000.00 compensation for what they describe as the stress and harassment caused by the frequent notices to end tenancy. A very similar case was dealt with in the Supreme Court case of *Whiffin v. Glass & Glass* (July 26, 1996) *Vancouver Registry No. F882525 (BCSC)*, in which case it was held that attempts by a landlord to end a tenancy, if he believes he has grounds, do not constitute a breach of the covenant of quiet enjoyment of the premises. That case is the authority over this issue, and states that as long as the landlord believes he has reason to end the tenancy, he can make that assertion "frequently, emphatically and even rudely" and that a landlord is entitled to threaten proceedings in the courts for possession, even if the landlord is wrong. The tenants remedy is to dispute the notice ending the tenancy once given.

Conclusion

This application is dismissed in full without leave to reapply.

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: June 15, 2011.

Residential Tenancy Branch