



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, OLC, AAT, RR, FF

### Introduction

This hearing dealt with an application by the tenant for money owed or compensation for damage or loss, to order the landlord to comply with the act, to allow the tenant or his guests access, to allow a tenant to reduce rent for repairs and recovery of the filing fee. Both parties participated in the conference call hearing and gave affirmed testimony.

### Background and Evidence

This tenancy began September 1, 2004 with monthly rent of \$330.00.

The tenant testified that in early 2010 he wrote to the landlord that the heat in his unit was not working and a few days later the building maintenance came to fix the heat. The maintenance worker did not have the correct part and advised the tenant he would come back. As the heat remained inoperable the tenant then called the landlord sometime in the spring of 2010 however he was not sure of the date. The tenant stated that the landlord told him that maintenance would not come to the building until there were more jobs to complete and that he would have to wait.

The landlord testified that she could not find the tenant's original written request for repair of the heat and that she did not remember his follow-up phone call in the spring of 2010. The landlord submitted into evidence, copies of two notices that had been posted for the tenants regarding the heat with one notice asking that tenants call the landlord so that repairs could be completed. The tenant did not recall this notice as at this time he was working the graveyard shift and would go straight home to bed.

The tenant stated that he did not contact the landlord again regarding the heat and it remained inoperable all throughout the winter of 2010/2011. The tenant stated that the heat in his apartment has now been fixed.

The tenant stated that there were issues regarding his guest coming to visit him and that he had found out after the fact that he should not have given his guest a key to enter the building. The tenant stated that his guest no longer has a key to the building. The tenant does not believe that his guest(s) should or can be restricted from coming to

visit him and that some tenants complain about his guest because of his appearance and background.

The landlord stated that this was a Crime-Free Multi-Housing building and that there were specific rules for tenants and their guests. It was clarified for both parties that a tenant's guest cannot be denied entry into a property simply because of their background and that the intent of the crime-free multi housing was to stop criminal activity on the property therefore if a tenant's guest is not engaged in criminal activity they are free to visit the tenant.

The tenant stated that many of the issues started when his guest was still visiting a tenant on the 14<sup>th</sup> floor as his guest and the other tenant drank and did drugs together. The tenant stated that he ended up having to call the police on the 14<sup>th</sup> floor tenant as he kept coming to his door late at night and would pound on his door. The tenant stated that both he and the 14<sup>th</sup> floor tenant received a warning letter after the tenant called the police.

The tenant stated that comments he referred to as, *'little incidental things'*, made to him by the landlord about his guest have interfered with his right to privacy and disturbed his peace and quiet enjoyment. The tenant referred to the warning letter from October 2010, the landlord telling him that his guest was supposedly hiding in the bushes on the property and his guest moving a mattress for the tenant on the 14<sup>th</sup> floor. The tenant stated that his intent for filing this application was to *'get things squared away'* between himself and the landlord.

The landlord responded by stating that the tenant was very nice and polite, that she had no issues with the tenant and there have not been any issues with the tenant in the past.

The tenant in this application is seeking \$1360.00 compensation for loss.

### Analysis

Based on the documentary evidence and testimony of the parties, I find on a balance of probabilities that the tenant has not met the burden of proving that they have grounds for entitlement to a monetary order for loss.

The tenant stated that the heat in his rental unit did not function for a year but has provided little evidence as to the steps he took in notifying the landlord of this issue and refers to 1 written request for repairs which the landlord responded to and a phone call 'sometime' in the spring of 2010. The landlord when advised in writing has been very responsive to the tenants request for repairs and the landlord has been pro-active in advising tenants in the building that there were problems with the heat. I find that the tenant has not established that any such loss was incurred because of negligence or an

intentional act on the part of the landlord. Therefore this portion of the tenant's application is dismissed.

The tenant in this application has requested an order so that his guest is allowed access to the building and it has been clarified for both parties in this hearing that unless the guest is engaged in criminal activity the landlord cannot deny the guest access to come and visit the tenant. I do not find it necessary to order to the landlord to comply with the *Act* on this matter as both parties now have a clear understanding on when a guest may or may not be denied access. The tenant clearly understood that he should not have provided his key to his guest and that matter has since been corrected.

The tenant referred to 3 incidents where he felt the landlord had harassed him and invaded his right to privacy however I find that these matters even when put together are not enough to constitute a disturbance of the tenants peace and quiet enjoyment. I find that the tenant has not established that any such loss was incurred because of negligence or an intentional act on the part of the landlord. Therefore this portion of the tenant's application is dismissed.

I find that the tenant has not established a claim for compensation for loss of heat in the rental unit or for loss of his peace and quiet enjoyment therefore the tenant's application is dismissed.

As the tenant has been not been successful in their application the tenant is not entitled to recovery of the \$50.00 filing fee.

### Conclusion

The tenant's application is hereby dismissed in its entirety.

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: August 29, 2011.

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Residential Tenancy Branch