



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, LAT, RR, FF

Introduction

This conference call hearing was convened in response to the tenant's application for cancellation of a 1 Month Notice to End Tenancy; to authorize the tenant to change locks to the rental unit; to allow a tenant to reduce rent for repairs; and to recover the filing fees associated with this application.

Both parties attended the hearing and provided affirmed testimony. They were given a full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the tenant entitled to cancellation of the notice to end tenancy?

Is the tenant entitled to change locks to the rental unit?

Is the tenant entitled to reduced rent?

Is the tenant entitled to recover the filing fee?

Background and Evidence

The rental unit consists of an apartment in a multi-unit complex. Pursuant to a written agreement, the month to month tenancy started on February 1st, 2002. The current rent of \$718.20 is payable on the first of each month and the tenant paid a security deposit of \$350.00.

In their documentary evidence, the landlords provided a copy of the 1 Month Notice to End Tenancy completed by landlord K.H. At the hearing, K.H stated that the reason why she indicated repeatedly late paying rent as one reason for the notice was because she was told to do so by R.M, and that the tenant has not paid rent for June, July and August 2011. R.M. interjected and clarified that as he was searching through his computer records, he found that the tenant paid rent May 3rd and June 3rd, that they only received \$218.20 for July, and nothing for August 2011. K.H. testified that the tenant is harassing her as well as the other tenants by slipping notes under their doors.

In his documentary evidence, the tenant provided a copy of the 1 Month Notice to End Tenancy and made reference to RTB decision and order dated June 1st, 2011, wherein the Dispute Resolution Officer awarded the tenant a one-time rent reduction of \$500.00, and a \$10.00 per day rent reduction if the landlord failed to make repairs under 15 specific time lines between June 30th and August 19th, 2011. The tenant stated that the landlord did not make any of the repairs ordered in the decision, and as a result paid rent in accordance with the prescribed rent deductions. The tenant also provided a copy of the breakdown and calculations in support his reduced rental payments.

R.M. said that he did not attend the hearing and that he did not receive a copy of the decision, and ventured that it may have been due to the postal strike. He said that he has made attempts to have someone complete the repairs, but that the tenant does not cooperate and refuses access to the unit.

The tenant argued that he never heard from the landlord or that he was served with proper 24 hour notice. He agreed that he did insert notices under other tenants' doors, but that it does not constitute harassment.

Analysis

I have reviewed all the documents and considered the parties' testimony at the hearing. The tenant's evidence concerning his payment of rent is consistent and in compliance

with a decision dated June 1st, 2011. The landlords did not attend that hearing, nor did they make any attempts to avail themselves with it, or inquired about the outcome. The landlords' testimony appeared unplanned and inconsistent, and they had no documentary evidence to support any claim for late rent. Concerning the loss of quiet enjoyment, the landlord provided a letter reporting an isolated incident on August 11th, 2011. I do not find that this incident and the inserting of notes to other tenants sufficient grounds to end the tenancy; however repeated incidents with supporting evidence in the future may produce a different outcome.

There is obvious animosity between the parties, and I question the landlord's motive in issuing the notice to end tenancy at the heels of a decision in favour of the tenant. I am not convinced that the landlord acted in good faith in issuing the tenant with the notice to end tenancy and for the reasons stated above I order the notice to be set aside.

Conclusion

The landlord's 1 Month Notice to End tenancy is of no force or effect and the tenancy will continue. For the landlord's convenience, I am attaching a copy of the decision dated June 1st, 2011 concerning repairs. I order the landlord to comply with all the orders set out in page 3 and 4 of the decision upon receipt of that decision.

Both parties are expected to work cooperatively in order to have these repairs completed forthwith. Until then, the rent daily reductions continue to be in effect as per the terms of June 1st, 2011 decision.

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 30, 2011.

Residential Tenancy Branch