

Decision

Dispute Codes: ERP, RP, LRE

Introduction

This hearing dealt with the tenant's application for orders instructing the landlord to make emergency repairs for health or safety reasons / and to make repairs to the unit, site or property / as well as suspending or setting of conditions on the landlord's right to enter the rental unit. Both parties were assisted, however, communication in the hearing was very difficult. In the event of any future application for dispute resolution, the parties are encouraged to request a face-to-face hearing.

Issues to be decided

- Whether the tenant is entitled to any or all of the above under the Act

Background and Evidence

There is no written tenancy agreement in evidence for this tenancy which appears to have begun on June 1, 2011. It is understood that monthly rent is \$330.00.

The tenant claims that on July 7, 2011, a window in his unit crashed and broke. As a result, he claims he experiences "headaches, pain and nausea" and is therefore entitled to compensation. He also claims the landlord asked him to vacate the unit, and that she agreed to compensate him in the amount of 2 months' rent. In his written submission he states he will accept the compensation and begin looking for another place to live.

The landlord takes the position that she was forced to sign a letter stating that she would pay compensation to the tenant. She said she does not wish to pay any compensation to the tenant. Further, she states that the tenant has not paid all rent due and she wants the tenancy to end. Finally, the landlord claims that she has a person available to repair the window but the tenant will not permit access to the unit.

Analysis

Section 29 addresses **Landlord's right to enter rental unit restricted**, in part:

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 entry, which must be between 8: a.m. and 9 p.m. unless the tenant otherwise agrees;

I hereby ORDER the landlord to comply with the above statutory provisions when she wishes to access the unit.

As the landlord does not dispute that a window in the unit needs to be repaired, I hereby ORDER the landlord to repair the broken window by no later than midnight, Wednesday, August 31, 2011.

The landlord is informed that proper notice must be served on the tenant in the event the landlord wishes to obtain an order of possession for unpaid rent. Specifically, the landlord must serve the tenant with a 10 day notice to end tenancy for unpaid rent or utilities. This form can be downloaded from the website shown on the enclosed form.

As to the tenant's request for compensation, I am not persuaded that the landlord provided the tenant with a *bona fide* undertaking to pay compensation to him, either for upset arising from the broken window, or as an incentive to vacate the unit. Further, there is insufficient evidence for me to find on a balance of probabilities that the tenant has established an entitlement to compensation as a result of the broken window. The tenant's application for compensation is therefore hereby dismissed.

Conclusion

2 ORDERS have been issued to the landlord, as set out above, however, the tenant's application for compensation is hereby dismissed.

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*.

DATE: August 16, 2011

Residential Tenancy Branch