



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, RP, LRE, LAT, RR

Introduction

This hearing was scheduled to hear the tenant's application for a rent abatement and authorization to reduce future rent payable; Orders for the landlord to make repairs; Orders suspending or setting conditions on the landlord's right to enter the unit; and, authorization for the tenant to change the locks. During the hearing the tenant indicated it is no longer necessary to request authorization to change the locks and I have considered that issue withdrawn.

Both parties appeared at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

I determined that evidence submitted to the Residential Tenancy Branch by the landlord was not served upon the tenant and I did not consider that submission. The landlord was informed that he could call witnesses in place of the document if the submissions were relevant to the matter before me. The landlord did not call a witness during the hearing.

Issue(s) to be Decided

1. Is it necessary to issue repair orders to the landlord?
2. Should conditions be set upon the landlord's right to enter the rental unit?
3. Has the tenant established an entitlement to a rent abatement for past months?
4. Is the tenant entitled to a reduction of rent for future rent payable?

Background and Evidence

The tenancy commenced April 1, 2011 and the tenant is required to pay rent of \$600.00 on the 1st day of every month.

Both parties agreed that the only repair issue outstanding as at the time of this hearing is the installation of weather stripping on the tenant's entry door. Both parties were of

the understanding that the weather stripping was scheduled to be installed the day following the hearing. The landlord did not object to the issuance of a repair order for the weather stripping. The tenant confirmed that assuming the weather stripping is installed as scheduled she no longer requests a reduction of future rent payable.

The tenant requested that she be provided with written notice of entry from the landlord when the landlord needs to gain access to the unit. Previously, the landlord had requested verbal consent. The landlord was agreeable to giving the tenant written notice in the manner required under section 29 of the Act.

With respect to compensation for repairs not made and entitlement to a rent abatement for past months, the tenant submitted that a letter requesting repairs dated June 8, 2011 was sent to the landlord, at the landlord's service address via registered mail. The landlord did not respond to the letter. The tenant tried following up with the landlord's resident manager to no avail.

The landlord submitted that he did not see the June 8, 2011 letter until he was served with the tenant's evidence package for this proceeding. The landlord confirmed the tenant has the landlord's service address; however, he was not in receipt of any mail from the tenant prior to the evidence package. The landlord was of the position that upon receiving the tenant's evidence package he became aware of the repairs needed in the rental unit and he proceeded to arrange for repairs to be made. The majority of the repairs were completed the day before the hearing.

The tenant was asked to provide evidence as to proof of service of the June 8, 2011 letter. The tenant explained that she did not mail the letter herself but that a third party had on her behalf. The tenant did not have a registered mail receipt and was unable to provide a registered mail tracking number during the hearing.

Both parties provided consistent testimony that the interactions between the tenant and the resident manager have been negative. In an effort to resolve future conflicts, the landlord provided the tenant with his phone number for her to use if she requires repairs in the future. Alternatively, the tenant may put her requests in writing and mail them to the landlord's service address.

Analysis

Upon consideration of all of the evidence before me, I make the following findings and provide the following reasons and orders.

Repair Order

In recognition of the landlord's acknowledgement that weather stripping is required and is to be installed, and in recognition that the tenant has requested written notice of entry, I provide the following repair order:

I AUTHORIZE AND ORDER YOU, LLA INVESTMENTS LTD., Landlord, to complete the installation of weather stripping on the entry door of the rental unit no later than **SEVEN (7) DAYS** after receipt of the decision.

Landlord's right to enter rental unit

Section 29 of the Act provides for the landlord's restricted right to enter a rental unit. After hearing from the parties, I do not find any violation of section 29 of the Act by the landlord; however, in recognition of the agreement reached during the hearing, the landlord is ordered to give the tenant written notice of entry, as provided under section 29(1)(b) of the Act.

Section 29(1)(b) provides:

(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;

It is important to note that the requirement for the landlord to give written notice under section 29(1)(b) shall not apply where:

- (d) the landlord has an order of the director authorizing the entry;
- (e) the tenant has abandoned the rental unit;
- (f) an emergency exists and the entry is necessary to protect life or property.

Rent abatement for previous month's rent

In order to establish an entitlement to compensation for a violation of the Act, regulations or tenancy agreement, the party making the request for compensation must show that they took reasonable steps to minimize their damage or loss. Where a tenant requires repairs I find it reasonable for the tenant to put the request in writing. In this

case, it was in dispute as to whether the tenant sent the landlord registered mail providing a written request for repairs.

Where service of a document comes under dispute it is upon the party who served the document to be able to prove service occurred. In the absence of a registered mail receipt or tracking number, testimony of the person who actually mailed the letter or a sworn affidavit of the person who mailed the document, I find insufficient evidence to show the landlord was sent the letter of June 8, 2011 by registered mail.

The landlord submitted that the first he knew of the required repairs is when he was served with the tenant's hearing package at the end of August or early September 2011. I find insufficient evidence to contradict the landlord's submission; therefore, I accept the first written notice of required repairs was received in late August or early September. Having heard the majority of the repairs were completed September 13, 2011 I find this to be a reasonable amount of time to complete the repairs.

In light of the above, I find the tenant has not established an entitlement to a rent abatement for previous month's rent I dismiss that portion of the tenant's application.

Rent reduction for future month's rent

As mentioned previously, the only outstanding repair to be completed is the installation of weather stripping, for which I have given a repair order. In order to afford the landlord time to satisfy the repair order, I dismiss the request for a future rent reduction with leave to reapply. If the landlord does not satisfy the repair order the tenant is at liberty to file a subsequent application seeking compensation.

Conclusion

The landlord has been ordered to complete the installation of weather stripping within seven days of receiving this decision.

The landlord is ordered to give the tenant written notice of entry in accordance with section 29(1)(b) of the Act in recognition of a mutual agreement between the parties.

The tenant's claim for compensation has been dismissed. The tenant's request for a future rent reduction is dismissed with leave to reapply in the event the landlord does not satisfy the repair order provided with this 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: September 16, 2011.

Residential Tenancy Branch