

DECISION

Dispute Codes MNDC, OLC, PSF, RP, O, FF

Introduction

This is an application filed by the Tenant for an order to have the Landlord comply with the Act specifically to provide an alternate emergency contact number, to change the locks on the unit, washing the apartment windows, to provide services or facilities required by law, make repairs to the unit, a monetary order request for compensation for loss of peace and enjoyment and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony.

Issue(s) to be Decided

Is the Tenant entitled to an order for the Landlord to comply with the Act (as listed above)?

Is the Tenant entitled to a monetary order for loss of peace and enjoyment?

Background and Evidence

Both parties agree that this dispute stems from an inspection for work/repairs to the unit from Residential Tenancy Branch File No. 760104 for a hearing conducted on September 16, 2010 and a decision was made on September 17, 2010. The decision made then was that the Landlord or his representative was to make an inspection of the rental premises with the Tenant to arrange for repairs to the painting of her rental unit. Both parties agreed that this took place.

The Tenant is making a claim subsequent to the inspection that the Landlord has failed to complete any repairs. The Tenant has not provided a list of any agreed upon repairs. The Landlord disputes the Tenant's claim stating that several appointments were made, but that the Tenant refused to allow the Landlord's tradesman to enter and make repairs. The Tenant confirms this stating that she required proof that the Landlord's tradesperson was a bonded employee and would not let any person in without the Landlord's direct supervision or proof/certificate for the tradesperson beforehand of that persons bonded status.

The Tenant is seeking a monetary claim totalling \$700.00 for loss of peace and enjoyment, restriction of services (not supplying an alternate emergency contact number) and the changing of locks on the unit. Both parties have provided a time line that the contractor appeared to complete repairs/painting of the rental unit, but that the contractor upon knocking receiving no reply. The Contractor went to the Landlord and was provided the Landlord's master key set to enter the unit to perform the agreed upon repairs. The Tenant states that she was startled upon his entrance and that the contractor performed the necessary repairs under her supervision. The Landlord states that the contractor is a bonded employee of a registered business. The Tenant states that she requires proof of this before she would allow the contractor back into her unit. Both parties agreed that no further repairs were made because of this issue. The Landlord states because of this that the contractor has refused to re-enter this unit to perform any future repairs. The Tenant states that the \$700.00 amount is based upon decisions made that she found listed online. The Tenant has not provided any evidence of costs incurred for this loss or a basis in calculating it.

The Tenant is seeking compensation and an order requiring the Landlord to provide an alternate emergency contact number. The Landlord disputes this stating that one is provided and posted in the lobby of the building. The Tenant confirms this. The Landlord states that the number is current and working. The Landlord states that she is a live-in manager and is on site. If the Tenant cannot reach her by the emergency contact, then she can attend her office/unit in the building with requests.

The Tenant has not provided any evidence concerning the washing of windows, except photographs which pre-date her claim in this application.

Analysis

As both parties have attended the hearing and have referred to the other party's evidence, I am satisfied that each has been properly served with the notice of hearing and evidence packages.

I find that the Tenant's request for an alternate emergency contact number is not required, as a valid one exists and is responded to. The Tenant's application for this portion of the claim is dismissed.

The Tenant's claim for the washing of windows is dismissed because of insufficient evidence. The Tenant has not provided any prior written notice of this issue or given the Landlord an opportunity to respond. This portion of the claim is dismissed.

I find based upon the submissions of both parties that the Tenant has failed in her application. Residential Tenancy Act, Section 32 states,

Landlord and tenant obligations to repair and maintain

32 (1) A landlord must provide and maintain residential property in a state of decoration and repair that

- (a) complies with the health, safety and housing standards required by law, and
- (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

(2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

(3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

(4) A tenant is not required to make repairs for reasonable wear and tear.

(5) A landlord's obligations under subsection (1) (a) apply whether or not a tenant knew of a breach by the landlord of that subsection at the time of entering into the tenancy agreement.

The Act does not provide that a Landlord must provide proof that a contractor is bonded or that a bonded company be used in the repairs of a tenancy. The Tenant has not provided any evidence to suggest that the contractor behaved inappropriately in any way or is not qualified to perform the repairs. Given the time line of the incident provided by both parties, I find that a minor breach did occur, but based upon the evidence of notice given by the Landlord that there was no material breach of the Act. The master keys were returned to the Landlord in the rental unit in front of the Tenant. Supervision by the Landlord or Tenant of a contractor is not a requirement for repairs. However, notice of which is required. The Tenant has provided no evidence to support an order compelling the Landlord to change the locks. As the Tenant's claim is rooted by the fact that the Landlord has not completed the required repairs, I find that the Tenant's claim for repairs, monetary order request for compensation is dismissed as the fault lies with the Tenant in refusing to provide access for the contractor for the required repairs. The Tenant's claim for repairs, a monetary order request for loss of peace and enjoyment is dismissed. I find that the Tenant has failed to establish a claim for her application in it's entirety.

Conclusion

The Tenant's application is dismissed. The Tenant shall provide access to the unit with proper notice given by the Landlord. I do not allow the Tenant to recover her filing fee from the Landlord.

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 13, 2011.

Residential Tenancy Branch