



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNR, MNDC, PSF, LRE, LAT, RR and O

Introduction

This application was brought by the tenant on November 8, 2011, amended on November 10, 2011 seeking to have set aside a Notice to End Tenancy for unpaid rent served on November 2, 2011 and another for cause served on November 10, 2011. The tenant also sought a monetary award for loss or damages, and a variety of remedies pertaining to loss of service or facilities and entry by the landlord without proper notice.

At the commencement of the hearing, the parties advised that the notice for unpaid rent was of no effect as the rent had, in fact, been paid on time but had not been entered on the landlord's bank account.

Issue(s) to be Decided

This matter requires a decision on whether the Notice to End Tenancy for cause should be upheld or set aside, whether the tenant is entitled to a monetary award for loss of services or facilities

Background and Evidence

This tenancy began on March 15, 2010. Rent is \$950 per month and the landlord holds a security deposit of \$300 paid on March 15, 2010. The landlord does business in two cities and has accommodation in the lower portion of the rental building.

During the hearing, the landlord gave evidence that she had served the Notice to End Tenancy of November 10, 2011 for a variety of reasons including:

1. The tenant is repeatedly late paying rent;
2. The tenant had parked three vehicles on the property, two unlicensed, whereas the rental agreement allows for 1 parking space;
3. The tenant has refused to communicate with, and in so doing, has jeopardized a interest of the landlord.

In response, the tenant concurred that she had paid rent late four times during the tenancy and was not aware that the late payments were an issue. The landlord stated that she had verbally told the tenant that late payments were a problem, and that she had issued a 10-day notice for unpaid rent in January 2011.

The tenant stated that the landlord had twice entered her rental unit without notice or invitation. The landlord conceded that she had done so but noted that on one occasion, she had done so out of concern for a furnace emergency. She said that the furnace had run non-stop all night. Having heard footsteps upstairs, she believed the tenant was up. When no one answered he knock, she open the door and called out, and hearing no reply, proceeded to the thermostat. She said it was set a 75 degrees F. and the living room window was wide open.

On the other occasion, her associate went to serve the most recent 10-day notice, and on hearing no reply to his knocking, open the door momentarily to drop the notice on the floor inside the unit. The landlord concurred that was an improper entry and served the subsequent notice by posting on the door. She gave assurance there would be no such further entries without notice or consent.

The parties also had an issue over use of laundry facilities. The landlord stated that on arriving at the rental unit recently, she found that the washer was full of water and not properly draining. She stated that the tenant had not told her it needed repair. The landlord had it repaired, then reduced the tenant's laundry times to one ten-hour window per week.

The tenant claims the total loss of cost her \$60.

Analysis

Section 47(1)(b) of the *Act* provides that a landlord may issue a Notice to End Tenancy for repeated late payment of rent and policy guidelines set three instances of late rent as sufficient to end the tenancy. In the present matter, the tenant agreed to four late payments. Therefore, I found that the Notice to End Tenancy was upheld.

On hearing that determination, the landlord requested, and I find she entitled to an Order of Possession under section 55(1) of the *Act* and issue such order to take effect on January 1, 2012 as the effective date stated on the notice.

As to the tenant's claim to restrict the landlord's access to the rental unit, I accept the landlord's assurance that there will be no further such entry and decline to restrict access or permit the tenant to change the locks.

As to the temporary loss of use of the laundry facilities, I hereby order, under section 62 of the *Act*, that the landlord provide reasonably spaced access to the laundry facilities at least three times weekly for the duration of the tenancy.

I accept the tenant's estimate that having to go out to do laundry at other times has cost her in the order of \$60. I hereby authorize and order that the tenant may recover the \$60 by withholding that amount from the rent due on December 1, 2011.

Conclusion

The landlord's copy of this decision is accompanied by an Order of Possession, enforceable through the Supreme Court of British Columbia, to take effect at 1 p.m. on January 1, 2012 for service on the tenant.

The tenant may withhold \$60 of the rent due on December 1, 2011 in recovery of additional laundry expenses.

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: November 28, 2011.

Residential Tenancy Branch