



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION AND ORDERS**

Dispute Codes      PSF, LRE, O, FF

### Introduction

This hearing dealt with the Tenants' Application for Dispute Resolution, seeking an order for the Landlord to provide services or facilities required by law, to suspend or set conditions on the Landlord's right to enter the rental unit, for other relief, and to recover the filing fee for the Application.

The Tenants appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Landlord did not appear at the hearing. The Tenants testified they served the Landlord with a copy of their Application and the Notice of Hearing by registered mail, sent on January 26, 2012. Under the Act the Landlord is deemed served five days later. The Tenants testified that tracking information they researched indicated the Landlord received the registered mail on January 29, 2012. I find the Landlord has been duly served in accordance with the Act.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

Should the Landlord be ordered to provide services or facilities?

Should the Landlord's right to access the rental unit have conditions set on it?

### Background and Evidence

The Tenants provided affirmed testimony that they had been served with a two month Notice to End Tenancy on December 30, 2011. The Landlord indicated the reason for ending the tenancy is that he had all the necessary approvals and permits required to

demolish the rental unit. However, the Tenants and the Landlord have exchanged correspondence which clearly indicate the real reason the Landlord is ending the tenancy is that he has sold the rental unit to a third party.

The effective date of the notice to end tenancy is March 1, 2012.

On or about January 20, 2012, the Landlord gave the Tenants a Notice he was terminating a service or facility in the rental unit. The Landlord sets out in the notice that the dishwasher, refrigerator, clothes washer and clothes dryer are being sold and will be removed from the rental unit on February 20, 2012 (the "Appliances"). The Landlord explains in the notice that he does not offer any compensation to the Tenants, "... because Tenants have been served notice of eviction. They will be evicted on March 1, 2012."

The Tenants testified that the Landlord initially attempted to end the tenancy with a mutual agreement, which the Tenants declined. The Tenants say that from that point onward the Landlord has acted in a threatening and bullying manner toward them.

The Tenants are also concerned the Landlord might not return the security deposit at the end of the tenancy.

### Analysis

Based on the above, the evidence and testimony, and on a balance of probabilities, I find as follows.

I find the Landlord has breached section 27(1) of the Act by attempting to terminate a facility or service which is essential to the Tenants' use of the rental unit as a living accommodation. The Landlord is prohibited by law from removing these appliances.

**I order that the Notice terminating the use of the Appliances, dated January 20, 2012, is cancelled and is of no force or effect. The Landlord is ordered not to remove the Appliances, or to end or remove any other service or facility in use by the Tenants until after the Tenants have vacated the rental unit.**

**I further order that the Landlord is prohibited from entering the rental unit until 1:00 p.m. on March 1, 2012,** unless there is an emergency such as those defined under section 33 of the Act, or the Tenants provide the Landlord authority to enter. The Landlord is also ordered to comply with the Act in regard to the return of the security deposit to the Tenants at the end of the tenancy.

The Landlord is cautioned that should he disobey the above orders, or breach the Act or tenancy agreement in some other way, the Tenants have liberty to apply for monetary compensation from the Landlord.

As the Tenants have been successful in their claim, I award them their filing fee for the Application.

They are provided an order against the Landlord in the amount of \$50.00, which must be served on the Landlord. This order may be enforced in Provincial Court.

This decision is final and binding on the parties, except as provided under the Act, and 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: February 14, 2012.

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Residential Tenancy Branch