

DECISION

Dispute Codes OLC, ERP, RP, PSF, LRE, LAT, FF

Introduction

This is an application filed by the Tenant for an order for the Landlord to comply with the Act, regulation or tenancy agreement, to make emergency repairs for health or safety reasons, to make repairs to the unit, to provide services or facilities required by law, to suspend or set conditions on the Landlord's right to enter the rental unit, to authorize the Tenant to change the locks to the rental unit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. Both parties have acknowledged receiving the 1 evidence package submitted by the other. As both parties have attended and have acknowledged receiving the evidence submitted by the other party, I am satisfied that each has been properly served under the Act.

Issue(s) to be Decided

Is the Tenant entitled to an order for the Landlord to comply with the Act, regulation or tenancy agreement?

Is the Tenant entitled to an order for emergency repairs(leaking kitchen faucet)?

Is the Tenant entitled to an order for repairs to the unit(leaking kitchen faucet)?

Is the Tenant entitled to an order for the Landlord to provide services (pest control) required by law?

Is the Tenant entitled to an order suspending or to set conditions on the Landlord's right to enter the rental unit and authorize the Tenant to change the locks to the rental unit?

Background, Evidence and Analysis

The Tenant claims that the Landlord leaves the doors to the front and back entrances open and unsecured as well as those doors to vacant rental units. The Tenant seeks an order to have the Landlord secure both, the front and back doors as well as those vacant rental units. The Landlord disputes this stating that both the front and back doors are always locked and that if Tenants leave the door open or propped open, then the on- site caretaker upon realizing this has standing orders to immediately secure those doors.

The Tenant application for emergency repairs is withdrawn as he states that it pertains to a leaking kitchen faucet and no notice has been given to the Landlord. This portion of the Tenant's application is dismissed and no further action is required.

The Tenant seeks repairs to his kitchen faucet because it leaks. During the hearing it was clarified by the Tenant that this leak occurred about the time of his application and that he has not provided any notice to the Landlord about this issue. As no prior notice of this issue has been brought to the attention of the Landlord, the Landlord is now deemed to have been advised of the leaking kitchen faucet and must comply with the Act by responding to this notice.

The Tenant also seeks pest control services for sightings of mice and cockroaches in his rental unit. It was clarified during the hearing that the Landlord was not notified of these issues. As noted above, the Landlord is now deemed to have been given notice for these pest control issues and must comply with the Act by responding to this notice. During the hearing it was brought up that the Landlord shall have a pest control technician on site on Monday, April 2, 2012 and that both parties agree that the Landlord may attend to the rental unit with the pest control technician to assess and treat any issues found. No further action is required for this portion of the application.

The Tenant seeks to suspend or set conditions on the Landlord's right to enter the rental unit and to be authorized to change the locks to the rental unit. The Tenant states that he has a feeling that the Landlord's on-site caretaker is illegally entering his unit. The Tenant stated that he has never caught the caretaker in unit nor does he have any evidence to support this. The Tenant states that he saw the caretaker in the lobby and that he (the caretaker) looked at him funny. The Landlord disputes these claims and also states that the Landlord's only key was given to the Tenant because of previous disputes over who should have access to the key. The Tenant confirms this, but states that the Landlord could have made another key. The Landlord disputes this stating that they are currently without any access to the rental unit. The Landlord states that there should be a key for the Landlord on-site for emergency purposes and requests that the Tenant return this copy to the on-site caretaker. The Tenant agrees, but states that it should not be the on-site caretaker. I find based on a balance of probabilities that the Tenant has failed to establish a claim for setting conditions on the Landlord's right to enter the rental unit as the Tenant has not provided any evidence that the Landlord is doing so. The Tenant's application to change the locks is also dismissed. The Landlord is entitled to emergency access to the rental and should have a key on-site for this purpose. The Tenant's application is dismissed. The Tenant is ordered to return the Landlord's key to the rental unit within 24 hours of the hearing date.

Conclusion

The Tenant's application has been unsuccessful and is dismissed without leave to reapply.

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: March 30, 2012.

Residential Tenancy Branch