



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, LAT, RR, Other

Introduction

This hearing was convened in response to an application filed by the tenant seeking:

1. A monetary order for compensation for damage or loss;
2. An Order allowing the tenant to change the locks;
3. An Order that the tenant be allowed to reduce the rent for repairs, services or facilities agreed upon but not provided.

Both parties appeared at the hearing of this matter and gave evidence under oath. The tenant was represented by an agent. The agent asked that this matter be adjourned due to the tenant's inability to attend today's hearing. The tenant's agent testified that the tenant was in Prince George on a job interview in a remote area where phone service was not available.

The landlords objected to the request for adjournment.

Rule 6 of the Rules of Procedure set out the rules governing adjournments:

6.1 Rescheduling of a dispute resolution proceeding by consent more than three days in advance

The Residential Tenancy Branch will reschedule a dispute resolution proceeding if written consent from both the applicant and the respondent is received by the Residential Tenancy Branch before noon at least three (3) business days before the scheduled date for the dispute resolution proceeding.

6.2 If consent to rescheduling the dispute resolution proceeding cannot be obtained

If a party wants to request that a dispute resolution proceeding be rescheduled to another date because that party will be unable to attend the dispute resolution proceeding due to circumstances beyond his or her control, and if the opposing party does not consent to rescheduling the dispute resolution proceeding, the dispute resolution proceeding must commence at the scheduled time and the party requesting the adjournment can ask the Dispute Resolution Officer to reschedule the dispute resolution proceeding by:

- submitting to the Residential Tenancy Branch, at least three (3) business days before the dispute resolution proceeding, a document requesting that the dispute resolution proceeding be rescheduled and setting out the circumstances that are beyond the party's control that will prevent him or her from attending the dispute resolution proceeding; or
- having an agent represent him or her attend the dispute resolution proceeding to make a request to the Dispute Resolution Officer to reschedule the dispute resolution proceeding and to describe the circumstances that are beyond the party's control that will prevent him or her from attending the dispute resolution proceeding.

6.3 Adjournment after the dispute resolution proceeding commences

At any time after the dispute resolution proceeding commences, the Dispute Resolution Officer may adjourn the dispute resolution proceeding to a later time at the request of any party or on the Dispute Resolution Officer's own initiative.

6.4 Criteria for granting an adjournment

- Without restricting the authority of the Dispute Resolution Officer to consider other factors, the Dispute Resolution Officer must apply the following criteria when considering a party's request for an adjournment of the dispute resolution proceeding:
- the oral or written submissions of the parties;
- whether the purpose for which the adjournment is sought will contribute to the resolution of the matter in accordance with the objectives set out in Rule 1 [objective and purpose];
- whether the adjournment is required to provide a fair opportunity for a party to be heard, including whether a party had sufficient notice of the dispute resolution proceeding;
- the degree to which the need for the adjournment arises out of the intentional actions or neglect of the party seeking the adjournment; and
- the possible prejudice to each party.

6.6 Refusing a request for adjournment

If the Dispute Resolution Officer determines that it is not appropriate to grant a request for an adjournment, the dispute resolution proceeding will proceed. If

the applicant is unwilling to proceed, the Dispute Resolution Officer may dismiss the application with or without leave to re-apply. If the respondent is unwilling to proceed, the Dispute Resolution Officer may proceed with the dispute resolution.

The tenant was represented by an agent and has made detailed written submissions. The agent testified that the tenant attempted to have the job interview rescheduled but she was not successful and wished to adjourn the hearing. The agent confirmed that the tenant did not seek to adjourn this hearing through the steps as set out above. The male landlord testified that he is not well and it took some effort to be at the hearing today and he wished to continue.

There has been no evidence presented that the tenant took any of the appropriate steps prior to the hearing to seek an adjournment, further, the tenant is represented by an agent I find it appropriate to proceed.

Issue(s) to be Decided

Is the tenant entitled to the Orders sought?

Background and Evidence

The tenant's agent states that this tenancy began in November of 2011. A tenancy agreement indicates that the tenant paid a Security deposit of \$675.00 and a pet deposit of \$325.00. The tenant is claiming \$1,544.00 for a "...loss of our right to quiet enjoyment..." The agent says the tenant is also claiming that the tenant should be allowed to reduce her rent for lack of cablevision services as agreed and that she should be allowed to change the locks.

With respect to cable the landlord says that he did initially agree that cablevision services would be provided but the tenant wanted HD cable. This cost \$30.00 more and the landlord was not willing to pay the extra sum therefore the tenant hooked up her own cable system.

Agent for the tenant says the landlords go into the tenant's suite without her knowledge ostensible to reset a tripped breaker. Agent for the tenant also says the landlord have inspected the rental unit and they take too long to do so. Agent states that the tenant and her 3 teen-aged daughters believe they are being treated like schoolchildren by the landlord who is constantly bothering them about one thing or another such as leaving a vacuum in a storage area or having a shoe rack outside the suite door for the family's shoes. The evidence filed by the tenant is detailed and shows

The landlords say they have had a great deal of trouble with this tenancy. They wish to do regular inspections to ensure that the rental unit is kept in good condition. As the male landlord has health problems and cannot always do the inspections the female landlord does the inspections and takes photographs to show her husband. The landlords say they have trouble with the tenant leaving the front door open and they worry about their security. Further, the landlords say the breaker for the entire house is located in the tenant's suite and sometimes it trips. The landlords supplied a copy of the addendum to the tenancy agreement which shows that the tenant is aware of this problem and agreed that if she is not home the landlord may have to enter to trip the breaker. The landlord says there has been on instance on January 20, 2012 when he went to her suite and the tenant's cat jumped into the boxes in front of the breaker box and knocked over a lamp.

Analysis

The parties discussed the taking of photographs of the tenants' personal belongings and the landlords have agreed this will not reoccur. I find that the tenant has failed to show any reason that she should have the right to change the locks to the rental unit. With respect to the claim to reduce the rent for repairs, services or facilities agreed upon but not provided I find that the tenant has failed to show which services or facilities are not being provided.

Overall I found that the testimony of the tenant and the landlords to be conflicting. The onus or burden of proof is on the party making the claim. While the tenant states she has witnesses to the matters of which she complains, those witnesses did not appear at the hearing to give evidence. When one party provides testimony of the events in one way and the other party provides an equally probable but different explanation of the events, the party making the claim has not met the burden on a balance of probabilities and the claim fails. I find this to be the case where. The tenant's claims are dismissed entirely.

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 12, 2012.

Residential Tenancy Branch