



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, ERP, RP, AAT, LAT, RR

### Introduction

This hearing dealt with an application by the tenant is for money owed or compensation due to damage or loss, for the landlord to complete emergency repairs, for the landlord to complete repairs, to allow a tenant access to the rental unit, authorize a tenant to change the locks and allow a tenant to reduce rent for repairs.

Both parties participated in the conference call hearing.

### Issue(s) to be Decided

Is the tenant entitled to any of the above under the Act.

### Background and Evidence

This tenancy began October 13, 2011 with monthly rent of \$650.00 and the tenant paid a security deposit of \$325.00.

In the initial hearing the parties agreed to the following:

- This matter will be adjourned until May 30, 2012 at 3:00PM.
- The landlord will provide the tenant with the contact numbers for an electrician and plumber.
- The tenant will contact the plumber on this day to address the flood.
- The tenant will contact the electrician to fix any hazardous or non-functioning electrical in the rental unit.
- The tenant will provide the landlord with an updated list of repairs required in the rental unit.
- The tenant will be granted a \$150.00 per month rent reduction and this rent reduction is retroactive to January 2012.

The tenant testified that she called a plumber as directed in the last hearing and any plumbing repairs that were required have been completed. The tenant did state however that the landlord has still not provided a showerhead for the shower.

The tenant stated that she had called an electrician to come address any issues in the rental unit but as the tenant was not home when the electrician came to the property, the repairs were not completed. The tenant stated that she had left the door to the rental unit unlocked and asked her upstairs neighbor to let the electrician in to the rental unit but that did not happen. The landlord responded by stating that the electrician and tenant had a specific day and time but when the electrician went to the property the tenant was not home. The electrician then left to get supplies and returned 1 hour later but the tenant was still not home and the electrician was not about to enter the rental unit without the tenant or a agent of the tenant present.

The tenant stated that the landlord had cancelled the inspection that was supposed to be done to see what repairs had to be completed in the rental unit.

The landlord testified that many of the things that the tenant claims in her application are false and repairs that the tenant is seeking have nothing to do with her tenancy. The landlord stated that the tenant did not provide an updated list of required repairs as directed in the previous hearing and the tenant repeatedly denied the landlord access to the rental unit to verify what repairs if any are needed although the landlord has provided the tenant with proper notice for entry. The landlord stated that entry into the rental unit was finally achieved on May 28, 2012.

The landlord stated that when she and her contractor went to the rental unit on May 28, 2012 to complete the inspection, the landlord asked the tenant to not interfere however the tenant and her witness immediately starting to bring up unrelated matters and continually stop the contractor from completing the inspection. The landlord stated that the tenant's social worker then showed up, was immediately very aggressive and antagonistic towards the landlord and contractor and loudly stated *'if the landlord wants to be an expletive, let them'*. The landlord stated that because of the interference and threatening manner of the tenant, tenant's witness and social worker she stopped the inspection. The landlord stated that after the inspection was stopped and she and her contractor attempted to leave the property the tenant grabbed the landlord by the arm and tried to stop the landlord and contractor from leaving.

The tenant testified that there are a number of things in the rental unit that have still not been fixed or provided. The tenant stated there are no closet doors, no curtain rods, one phone jack needs to be reconnected, the shower knob is missing, she had to buy her own sink plugs, 2 electrical plugs do not work and the heater on the wall works but needs to be remounted. The tenant stated that the back yard, which is outside a door in her bedroom needs to be cleaned up as it is not safe for her children to play in.

The landlord stated that the rental unit was built in the 1940's and had never had closet doors, window coverings/curtain rods were not included in the tenancy agreement, the back yard that the tenant is complaining about is not part of this tenancy but for the exclusive use of the upstairs tenant, the hard wired wall mounted heater has been removed from the wall to behind the tenant's bed and the landlord has provided copies of the natural gas bills to prove that the gas stove is functioning with exception of the oven which is scheduled to be repaired. The landlord stated that the electrical and any other issues have not yet been inspected due to the actions of the tenant.

The landlord stated that a large amount of black mold was observed in one of the bedrooms and this area will need to be properly inspected and vacant possession may be required to complete the repairs. The landlord state that there is also a window in the rental unit that has been broken by the tenant and it will cost \$290.00 to have the window repaired.

The landlord offered to mutually end the tenancy June 30, 2012 however the tenant stated that she did not want to and would not be moving.

The landlord testified that the tenant put a stop payment on the May 2012 rent cheque and has not yet paid the May 2012 rent so the landlord on May 23, 2012 served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent. The landlord stated that as the tenant had been repeatedly late when paying the rent on May 23, 2012 the landlord also issued the tenant a 1 Month Notice to End Tenancy for Cause. The landlord stated that the tenant attempted to refuse service of the notices stating that she could not be served unless her worker was present which is not required. Neither party has made an application in relation to these notices to end tenancy therefore the notices will not be addressed in this hearing.

After some discussion the parties agreed to a date for the inspection to be completed and this inspection will be conducted without interference by the tenant or any agents of the tenant.

### Analysis

Based on the documentary evidence and testimony of the parties, I find on a balance of probabilities that the tenant has not met the burden of proving that they have grounds for entitlement to any additional compensation.

It is not reasonable that the tenant makes a claim for compensation related to repairs in the rental unit and then denies the landlord access to the rental unit to inspect and complete any required repairs. I also find that the repairs required at this time do not rise to the level where additional compensation is necessary.

It must also be taken into consideration that a number of items that the tenant is claiming compensation/repairs for in this application are not part of this tenancy.

Therefore the landlord will not be required to provide closet doors, window coverings or curtain rods for the rental unit. The back yard is also not part of this tenancy and any issues with the back yard will be between the landlord and upstairs tenant.

In order for the landlord to be able to comply with this office, the parties in this hearing have agreed to the following:

- The landlord and their contractor will have access to the rental unit on June 2, 2012 to complete the inspection.
- The tenant or the tenant's agent will not interfere with this inspection.
- The landlord will provide the tenant with a copy of the inspection report by June 6, 2012.
- The inspection report will indicate approximate timelines for each repair to be completed.
- Any and all repairs that do not require vacant possession such as replacing electrical outlets/reconnecting phone jack, are to be completed by June 23, 2012.
- If repairs that do not require vacant possession are not completed by June 23, 2012 the tenant is at liberty to make an application through this office for compensation.
- The landlord understand that is vacant possession is required to complete any repairs that proper notice must be given to the tenant and the landlord must meets the requirement of such a notice IE: have permits in place to complete the repairs.

Residential Tenancy Act section 29 **Landlord's right to enter rental unit restricted**

*(1) A landlord must not enter a rental unit that is subject to a tenancy agreement for any purpose **unless one of the following applies:***

*(a) the tenant gives permission at the time of the entry or not more than 30 days before the entry;*

***(b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:***

***(i) the purpose for entering, which must be reasonable;***

***(ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees;***

The tenant is not entitled to any additional compensation however as stated in the previous decision the tenant was granted a rent reduction that totaled \$750.00. **This resulted in the tenant not owing the landlord any rent for June 2012 and a \$150.00 deduction on the July 2012 rent.**

The balance of the tenant's claim is dismissed.

Conclusion

The parties have agreed to completion of the rental unit inspection as outlined above.

The parties understand that if the conditions outlined above are not met the tenant is at liberty to make an application through this office for compensation.

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: May 31, 2012

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Residential Tenancy Branch