



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, MNDC, OLC, RP, OPT, RR, O

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling the Notice to End Tenancy – Section 47;
2. A Monetary Order for compensation - Section 67;
3. An Order compelling the Landlord to comply with the Act - Section 62;
4. An Order for the Landlord to make repairs to the unit – Section 32;
5. An Order to obtain possession of the unit – Section 54;
6. An Order allowing the Tenant to reduce rent for services/facilities agreed upon but not provided – Section 65; and
7. Other.

The Tenant and Landlord were each given full opportunity to be heard, to present evidence and to make submissions.

### Preliminary Matter

At the onset of the Hearing, the Tenant’s application was reviewed and it was noted that pursuant to a Decision dated May 11, 2012, the Landlord’s application for an Order of Possession based on a Notice to End Tenancy was dismissed. The Parties agree that no other Notice has since been served and the Tenant still resides in the unit. As such, the Tenant does not require an order to cancel a notice to end tenancy or an order for possession and these parts of the Tenant’s application are dismissed.

### Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

Is the Tenant entitled to an Order that the Landlord make repairs to the unit?

Is the Tenant entitled to a reduction in rent for facilities agreed upon but not provided?

### Background and Evidence

The following are agreed facts: The tenancy started on March 1, 2011. Rent of \$650.00 is payable monthly on or before the first of each month. There is no written tenancy agreement. The Tenant has been provided with access to laundry facilities since the beginning of the tenancy.

The Tenant states that access to the laundry has been restricted by the Landlord since April 15, 2012. The Landlord states that access was refused as the Tenant was allowing her friends to use the laundry. The Tenant states that a friend did use the laundry but it was to do the Tenant's laundry. The Tenant states that she has a 10 month old baby and requires frequent access to laundry. The Tenant claims \$162.50 for the costs to date of public transportation to a Laundromat and the costs of the washers and dryers at the Laundromat. The Tenant also claims \$278.25 for the inconvenience of having to do her laundry away from the unit.

The Tenant states that the Landlord removed personal belongings of the Tenant from a crawlspace. The Tenant states that on April 7, 2012, the Landlord asked the Tenant to remove her lock from the crawlspace and when the Tenant refused, the Landlord removed the lock. The Tenant states that although she did not see the Landlord do this, she heard him removing articles and has not seen her personal belongings since. The Landlord states that the Tenant did not have permission to lock the crawlspace and that before the Landlord broke the lock, the Tenant told him that the stored belongings were her friends. The Landlord agrees that he removed articles but that he placed them by the Tenant's doorway. The Tenant claims an estimated amount of \$350.00 for three bamboo plants and a "juicy couture" purse.

The Tenant states that she gave the Landlord \$175.00 towards rent but did not receive an invoice. The Landlord does not dispute that the Tenant provided these funds but

states that the Tenant gave them to the upper tenant to give to the Landlord. The Landlord states that in order to obtain a receipt she must give the Landlord cash directly.

The Tenant states that the unit is in need of repairs from leaks inside the walls behind the cupboards creating a musty smell and that mould is growing. The Tenant provided photos of the unit. The Landlord states that the Tenant did not provide him with copies of those photos. The Tenant states that she texted the Landlord three times to come and pick up the evidence package but that he never did. The Landlord states that he will evict the Tenant because of her complaints about the unit.

The Tenant states that the Landlord has been harassing her, coming into her unit whenever he wants and defames her to other tenants. The Tenant states that the Landlord also verbally harasses her. The Tenant provided a witness statement of the comments made to the witness about the Tenant. The Tenant acknowledges that this statement was contained in the evidence package with the photos. The Landlord states that while he has not provided 24 hours notice to enter the Tenant's unit, he has always been given permission to enter the unit whenever he asks. The Landlord states that the Tenant is difficult to talk to as she frequently swears at him. The Landlord denies harassing the Tenant. It is noted that during the hearing, the Tenant was twice cautioned for swearing during the proceedings.

### Analysis

Section 7 of the Act provides that where a landlord does not comply with the Act, regulation or tenancy agreement, the landlord must compensate the tenant for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party and that costs for the damage or loss have been incurred or established.

Given the undisputed evidence that the Tenant had access to laundry facilities since the beginning of the tenancy, I find that access to these facilities is a part of the tenancy agreement. Given the undisputed evidence that this access was restricted on April 7, 2012, I find that the Tenant is entitled to the restoration of those facilities and compensation for the loss of those facilities. I therefore order the Landlord to immediately restore the Tenant's access to the laundry and I find that the Tenant is entitled to compensation for her loss, including her out of pocket expenses of **\$162.50**. As the Tenant was without laundry for a period of a month and a half, and considering the amount of rent payable, I find that the Tenant is entitled to reasonable compensation of **\$75.00**. I order the Tenant to reduce July 2012 rent by the total entitled amount of **\$237.50**.

Although the Tenant claims to have lost her personal belongings as a result of the Landlord's actions, I find that the Landlord's evidence on this matter to be persuasive. As a result, I find that the Tenant has not substantiated this claim on a balance of probabilities.

As the Landlord did not receive copies of the Tenant's photos of the unit, I find that I cannot consider these photos as evidence to substantiate the Tenant's claim for repairs as this would prejudice the Landlord from being able to respond. As the Tenant has no other evidence to substantiate the repairs being claimed, I dismiss this part of the application with leave to reapply. I strongly caution the Landlord not to consider evicting the Tenant due to complaints about the state of the unit but to attend to repairs as necessary.

Considering the oral evidence of the Tenant in relation to harassment, I find that the Landlord's denial of such harassment contains a ring of truth and I therefore find that the Tenant has not substantiated on a balance of probabilities that the Landlord has harassed her and I dismiss this part of the claim.

Section 26 of the Act provides that a Landlord must provide a tenant a receipt for rent paid in cash. As the Landlord acknowledges that he received \$175.00 from the Tenant for rent and did not provide a receipt, I order the Landlord to supply the Tenant with a receipt for this cash and direct the Landlord to provide receipts for all cash received from the Tenant. I caution the Tenant to provide rental monies directly to the Landlord in future.

Conclusion

I **Order** the Landlord to immediately restore laundry facilities to the Tenant.

I **Order** the Tenant to reduce July 2012 rent by the total entitled amount of **\$237.50**.

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: June 11, 2012.

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Residential Tenancy Branch