



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MNDC, OLC, ERP, PSF, LRE, FF

Introduction

This hearing was scheduled to deal with a tenant's application for: cancellation of a Notice to End Tenancy for Unpaid Rent; a Monetary Order for damage or loss under the Act, regulations or tenancy agreement; Orders for compliance, emergency repairs, and services or facilities be provided; and, restrictions or conditions be set upon the landlord's right to enter the unit. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

I confirmed that the Notice to End Tenancy for Unpaid Rent was nullified by payment of the rent. I also confirmed that there are no emergency repairs currently outstanding. Thus, it was unnecessary to consider these requests further.

I determined the tenants had not provided sufficient particulars in seeking a Monetary Order against the landlord and I did not proceed to consider the monetary claim further. The tenants were given liberty to file another Application for Dispute Resolution with respect to seeking compensation from the landlord.

Issue(s) to be Decided

1. Is it necessary or appropriate to issue orders to the landlord for compliance or to provide the tenants with services or facilities?
2. Is it necessary or appropriate to restrict or set conditions upon the landlord's right to enter the rental unit?

Background and Evidence

The parties entered into a tenancy agreement in December 2005. The tenants are currently required to paying rent of \$625.00 on the 1st day of every month.

The tenants submitted that they have been provided an alarm system since their tenancy began. A sensor fell off the bedroom window and the tenants gave it to the landlord on January 1, 2013. The lack of a sensor in the bedroom causes the entire system to not function. By way of a letter dated January 21, 2013 the tenants communicated to the landlord that there was an issue with the alarm system.

The landlord submitted that the alarm system was upgraded during the recent renovation project. The landlord was unaware the entire system was not functioning until January 21, 2013. The parties were in dispute as to whether the tenants had refused the landlord's request to inspect the bedroom where the sensor had fallen. Nevertheless, the landlord agreed to have the alarm system inspected and make necessary repairs within the next two weeks.

The tenants submitted that the landlord entered their rental unit on December 15, 2012, without their consent or proper notice, for purposes of installing a toilet seat. The landlord acknowledged doing so. The landlord explained that the renovations had not been completed when the tenants began moving back into the rental unit after moving out temporarily to accommodate the major renovation. The landlord confirmed that he would comply with the requirements of the Act with respect to entering the unit in the future.

Analysis

Upon consideration of everything presented to me, I provide the following findings and reasons.

Alarm System

A landlord is required to ensure that a service or facility provided to a tenant is repaired and maintained. Termination of a service or facility by a landlord may only be done with proper advance notice and with a rent reduction, as provided by section 27 of the Act.

I am satisfied the landlord has not terminated the alarm service but that the system requires servicing or repairs. Therefore, I ORDER the landlord to have the alarm system inspected and make the necessary repairs within two weeks of the date of this decision.

If it is determined the tenants damaged the system by their actions or neglect the tenants may be held responsible for the cost of the repair or service call, if any.

Landlord's entry

I am satisfied the tenants were occupying the rental unit on December 15, 2012 and that the landlord entered the rental unit on that date without first obtaining the tenant's consent or serving the tenants with written 24 hour notice. However, I am satisfied that the landlord has since become aware of his requirements to gain the tenant's consent or give a written 24 hour notice prior to entering the rental unit, except in an emergency situation. I am also satisfied that the landlord shall comply with his obligation under section 29 in the future. Therefore, I find it sufficient, in this case, to ORDER the landlord to comply with section 29 of the Act.

Below, I have reproduced section 29 of the Act for the parties' reference.

Landlord's right to enter rental unit restricted

29 (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;

(c) the landlord provides housekeeping or related services under the terms of a written tenancy agreement and the entry is for that purpose and in accordance with those terms;

(d) the landlord has an order of the director authorizing the entry;

(e) the tenant has abandoned the rental unit;

(f) an emergency exists and the entry is necessary to protect life or property.

(2) A landlord may inspect a rental unit monthly in accordance with subsection (1) (b).

[my emphasis added]

I order the landlord to compensate the tenants \$25.00 toward the cost of filing this application. I authorize the tenants to deduct \$25.00 from a future month's rent in satisfaction of this order.

Conclusion

The landlord has been ordered to inspect and repair the alarm system. The landlord has been ordered to comply with section 29 of the Act. The tenants are authorized to deduct \$25.00 from a future month's rent to recover a portion of the filing fee paid for this application.

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: January 29, 2013

Residential Tenancy Branch

