



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNR, MNDC, MNSD, OLC, ERP, RP, LRE, AAT, LAT, FF

### Introduction

This hearing was scheduled in response to the tenant's application for a monetary order as compensation for the cost of emergency repairs / compensation for damage or loss under the Act, Regulation or tenancy agreement / return of the security deposit / an order instructing the landlord to comply with the Act, Regulation or tenancy agreement / an order instructing the landlord to make emergency repairs for health or safety reasons / an order instructing the landlord to make repairs to the unit, site or property / an order suspending or setting conditions on the landlord's right to enter the rental unit / permission for access to (or from) the unit or site for the tenant or the tenant's guests / permission to change the locks to the rental unit / and recovery of the filing fee.

Both parties participated in the hearing and gave affirmed testimony.

### Issue(s) to be Decided

Whether the tenant is entitled to any of the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

There is no written tenancy agreement for this tenancy which began on October 31, 2012. Monthly rent of \$450.00 is due and payable in advance on the first day of each month, and a security deposit of \$225.00 was collected. There is no move-in condition inspection report in evidence.

Documentary evidence submitted by the tenant is extensive and includes, but is not limited to, certain receipts and several photographs. In summary, the tenant alleges that the unit is seriously deficient in a range of different ways, that the landlord has unlawfully entered the unit and disturbed / interfered with certain of her possessions, that there has been a breach of her right to quiet enjoyment, and that she is entitled to compensation in the total amount of \$25,000.00. Further, the tenant testified that she has experienced similar problems with numerous landlords in previous tenancies. The

landlord disputes the tenant's claims and has also made a written submission. During the hearing the tenant confirmed that she has given written notice of her intent to end the tenancy effective January 31, 2013, which is ten days henceforth from the date of this hearing.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca) The attention of the parties is drawn to the following particular sections of the Act:

Section 28: **Protection of tenant's right to quiet enjoyment**

Section 29: **Landlord's right to enter rental unit restricted**

Section 32: **Landlord and tenant obligations to repair and maintain**

Section 38: **Return of security deposit and pet damage deposit**

I find there is no benefit to setting out the miscellaneous aspects of the tenant's claim(s) / allegation(s) in detail, however, the tenant's documentary evidence has been fully considered. So, too, has the landlord's documentary evidence been fully considered. Having fully considered the ample documentary evidence, in addition to the testimony of both parties, and in view of the relevant statutory provisions, I find as follows:

- that there is insufficient evidence that the rental unit fails to comply with the health, safety and housing standards required by law;
- that having regard to the age, character and location of the rental unit, there is insufficient evidence that the unit is unsuitable for occupation;
- that there is insufficient evidence of the landlord's having unlawfully entered the rental unit, and
- that there is insufficient evidence of a breach of the tenant's right to quiet enjoyment.

As to the security deposit, section 38 of the Act addresses its disposition at such time as the tenancy ends.

Finally, for information, the attention of the parties is drawn to the following additional sections of the Act:

Section 13: **Requirements for tenancy agreements**

Section 23: **Condition inspection: start of new tenancy or new pet**

Section 33: **Emergency repairs**

Section 35: **Condition inspection: end of tenancy**

Conclusion

All aspects of the tenant's application are hereby dismissed.

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 21, 2013

