



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR LRE RP

Introduction

This hearing dealt with an application by the tenant for an order cancelling the landlord's 10 Day Notice to End Tenancy dated October 4, 2013, an order that the landlord make repairs to the rental unit and an order setting conditions on the landlord's right to enter the rental unit. Although the tenant served the landlord with the Application for Dispute Resolution and Notice of Hearing sent by registered mail on October 8, 2013 the landlord failed to attend the conference call hearing.

Issue(s) to be Decided

Is the tenant entitled to the requested orders?

Background and Evidence

This tenancy began on September 1, 2013. The rent is \$1000 per month. The rental unit is a detached home. The parties completed a move-in inspection report wherein it was agreed that the landlord would conduct certain repairs and attend to certain items (like removal of garbage piles from the yard) by no later than September 30, 2013 or else the tenant would be entitled to drop the rent to \$500 on October 1st. The tenant submitted a copy of the report as well as photographs showing the current condition of the home.

According to the tenant the landlord completed a couple of things in the unit and then just left the rest as it was. Even the things the landlord did complete has caused the tenant some concern because they appear to be done in a non-professional and possibly unsafe manner.

In any event, because the landlord failed to do the promised repairs and yard clean up the tenant paid only \$500 in rent for October. The landlord then served her with a 10

Day Notice to End Tenancy for non-payment of rent on October 4th. The tenant disputed the Notice on October 7th.

Analysis

The tenant has requested three orders. I shall deal with each of them in turn.

Cancel Notice – The tenant has requested that the Notice of October 4, 2013 be cancelled. Given the landlord's failure to attend the hearing to justify his Notice, I find that the tenant is entitled to an order cancelling the Notice.

Repairs – The tenant has requested an order that the landlord complete the repairs specified in the Move-in Condition Inspection Report. Based on the tenant's testimony, photographs and letters from witnesses, I find that the landlord is liable to complete the repairs requested by the tenant. The repairs are necessary and should be done in a professional manner – in particular those relating to electrical fixtures.

Entry by Landlord – It is the undisputed testimony of the tenant that the landlord is entering the rental unit without prior notice. The tenant testified that sometimes she is home when he enters the unit and sometimes she is not. Either way, the tenant is concerned about his unannounced appearances particularly in light of the fact that she has young children and would like a restraint on his right of entry. I am satisfied based on the tenant's testimony that the landlord is not abiding by the notice requirements of the Act when entering the rental unit.

Conclusion

I hereby make the following orders:

I order that the 10 Day Notice to End Tenancy dated October 4, 2013 be and it is hereby cancelled and is of no force or effect. The tenancy will continue uninterrupted.

I hereby order the landlord to make all repairs noted in the move in condition inspection report and to complete the yard clean up as also listed in the report.

I hereby order the landlord to abide by the notice provisions of the Act when entering the rental unit and that, in addition, the landlord must not at any time enter the rental unit unless the tenant is in attendance.

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: November 18, 2013

Residential Tenancy Branch

