



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, OLC, RP, RR

### Introduction

This was the hearing of an application by the tenant for a monetary award, an order that the landlord comply with the *Residential Tenancy Act* and for a repair order and a rent reduction. The hearing was conducted by conference call. The tenant and the landlord called in and participated in the hearing. The tenant was assisted by an advocate appearing in a limited capacity as a support person.

### Issue(s) to be Decided

Should the landlord be ordered to comply with the Act, Regulation or tenancy agreement?

Is the tenant entitled to a monetary award and if so, in what amount?

Should the landlord be directed to make repairs?

Is the tenant entitled to a rent reduction?

### Background and Evidence

The rental unit is a three bedroom basement suite in the landlord's house in Surrey. The landlord resides in the upstairs portion of the house. The tenancy began in 2012. The rent was \$700.00 per month and the tenant paid a \$350.00 security deposit at the start of the tenancy. She rented the unit from the former owner. After the respondent purchased the rental property the tenant signed a new tenancy agreement with the landlord. The new tenancy agreement commenced January 16, 2013 on a month to month basis. It provided for a monthly rent of \$700.00, increasing to \$725.00 on May 1, 2013. The agreement did not include utilities. According to the tenant the arrangement was that the tenant is responsible for paying 40% of the utility bills.

The tenant testified that in March 2014 the landlord demanded that she sign a new tenancy agreement. The tenant said that the landlord threatened to evict her if she

would not sign the new tenancy agreement. The tenant also complained that the landlord has harassed her by sending text messages demanding that she turn off lights or turn down the heat. She said that he has failed to make necessary repairs. She submitted photographs of what she said were items needing repair; they included:

- Carpet nails protruding from a carpet tack strip in a bedroom
- A crack in the paint on the master bedroom ceiling, said to be: "possible damage pipe"
- Missing fire alarm; old one removed by landlord for replacement
- Patio gate latch broken
- Sliding patio door lock broken
- Missing outside light fixture

The new tenancy agreement that the landlord wanted the tenant to sign was to take effect on February 1, 2014. It raised the rent to \$775.00 per month and changed the tenant's access to the laundry facilities.

At the hearing the landlord acknowledged that he was not entitled to re-write the tenancy agreement or to change the rent except as provided by the *Residential Tenancy Act*. The landlord denied that he has harassed or improperly disturbed the tenant. The landlord testified that it is the tenant who has been disturbing the landlord. He said that the tenant has failed to keep the rental property clean, has not properly disposed of garbage and has engaged in loud and disturbing fights with her boyfriend in the rental unit. In response to the claim that he has harassed the tenant, the landlord provided examples of occasions when he has gone out of his way to help and assist the tenant. The landlord said that he has sent text messages to communicate with the tenant about necessary matters, such as regulating the heat and turning off unnecessary lights, bearing in mind that the landlord and the tenant share the rental property. The landlord said that the tenant has abused laundry privileges and does laundry late into the evening.

With respect to repairs, the landlord said that he has purchased a new smoke alarm and has found a handyman to make the small repairs that may be required.

### Analysis

The tenant has applied for a decision requiring the landlord to comply with the Act, particularly with respect to his attempt to require her to sign a new tenancy agreement that includes an unlawful rent increase. At the hearing the landlord confirmed that he

now understands that he is not entitled to change the terms of the tenancy agreement or to require the tenant to sign a new agreement.

The landlord has purchase a new smoke alarm and I direct that the landlord fix the protruding carpet nails, fix the gate latch and ensure that the sliding patio door is fixed so that it latches securely. If these repairs are not completed within one month the tenant will have leave to reapply.

With respect to the tenant's claim for a monetary award, I do not find, apart from his request that the tenant sign a new tenancy agreement that the evidence supports a finding that the landlord has harassed the tenant or seriously interfered with her quiet enjoyment of the rental unit. I award the tenant the sum of \$100.00 as compensation for the landlord's attempts to require her to sign a new tenancy agreement, contrary to the *Residential Tenancy Act* and I grant the tenant a monetary award in the said amount. Instead of enforcing the monetary order the tenant may choose to deduct the said sum from the next installment of rent due to the landlord.

### Conclusion

The tenant is granted a monetary order under section 67 in the amount of \$100.00. This order may be registered in the Small Claims Court and enforced as an order of that court.

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 26, 2014

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Residential Tenancy Branch

