



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, PSF, O

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant for an order cancelling a notice to end tenancy for unpaid rent or utilities; for an order that the landlord provide services or facilities required by law; and for an order reducing rent for services or facilities agreed upon but not provided.

The tenant attended the hearing, gave affirmed testimony and provided evidentiary material to the Residential Tenancy Branch and to the landlord prior to the commencement of the hearing. However, despite being personally served with the Tenant's Application for Dispute Resolution, evidence and notice of hearing documents on July 24, 2014, no one for the landlord attended. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony from the tenant, and the only participant who joined the call was the tenant. The tenant testified that the landlord was served on that date and in that manner and I am satisfied that the landlord has been served in accordance with the *Residential Tenancy Act*.

All evidence and testimony provided has been reviewed and is considered in this Decision?

Issue(s) to be Decided

- Should the notice to end tenancy for unpaid rent be cancelled?
- Has the tenant established that the landlord should be ordered to provide services or facilities required by law?
- Has the tenant established that rent should be reduced for facilities or services agreed upon but not provided, specifically for natural gas, hot water and access to the laundry room?

Background and Evidence

The tenant testified that this month-to-month tenancy began on June 15, 2014 and the tenant still resides in the rental unit. Rent in the amount of \$600.00 per month is payable in advance on the 1st day of each month which includes utilities and laundry facilities. The tenant had resided in another unit within the complex prior, and paid the landlord a security deposit in the amount of \$200.00 during that tenancy. When the tenant moved to this rental unit the landlord collected another \$100.00 as security deposit. The \$300.00 is still held in trust by the landlord.

The tenant further testified that there is no written tenancy agreement, and there are 4 units within the complex. The landlord resided in one of them, but during the month of July, 2014 he moved to a trailer he had purchased and returned to the rental building from time-to-time but has entirely moved out effective the end of July, 2014. The building contains 2 laundry rooms and 2 gas meters. The tenant's unit and the landlord's unit shared both, and the other 2 units in the building shared another laundry room and gas meter.

The tenant also testified that the hot water tank runs on natural gas, and the landlord didn't pay the bill, so the gas got cut off. The tenant saw the bill and it was over \$500.00, and then the tenant saw the gas meter with a plug in it and locked up, assumingly by the gas company. The tenant has been without hot water since near the beginning of July. The tenant requests that rent be reduced for the month of July, 2014 for the landlord's failure to provide the service and for an order that the landlord pay the bill and get the gas turned back on.

The tenant has also provided a copy of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, which is dated July 5, 2014 and contains an expected date of vacancy of July 15, 2014. The notice states that the tenant failed to pay rent in the amount of \$200.00 that was due on July 1, 2014. The tenant testified that he paid the landlord \$400.00 and told the landlord that the gas had to be turned back on, but the landlord has still not done so and refuses to talk to the tenant.

The tenant also testified that while the landlord lived in the rental complex the landlord was caught several times listening to the tenant's conversations at the door of their shared laundry room. Since the gas was cut off near the beginning of July, 2014, the landlord locked the laundry room and the tenant now has to do laundry at a Laundromat.

The tenant testified that the only unit affected by the landlord's actions is the tenant's. Now that the landlord has moved out, he doesn't care.

The tenant asks that rent be reduced for the loss of natural gas, hot water, and laundry facilities, and for an order that the landlord return the gas, hot water and laundry facilities, and for an order cancelling the notice to end tenancy.

Analysis

I have reviewed the notice to end tenancy provided by the tenant, but the tenant did not provide any testimony with respect to when or how it was served. Where a notice to end tenancy is disputed by a tenant, the onus is on the landlord to prove the validity of the notice, which may include the reasons for issuing it and service of it on the tenant. The landlord did not attend the hearing, and I am not satisfied that the notice should be upheld, and therefore I cancel it.

The tenant has also testified that the utilities for the rental unit are included in the rent, and that since the first week of July, 2014 there has been no hot water and the gas meter is locked up. A landlord is required under the *Act* to provide facilities required by law and maintain a rental unit in such a manner that it makes it suitable for occupation by a tenant. The tenant pays rent in exchange for a home to reside in, and the landlord is obligated by law to provide that home with hot water.

I hereby order the landlord to have the gas turned back on and ensure the tenant has hot water by August 15, 2014.

I further order the tenant to reduce rent for the month of July, 2014 by \$175.00 for the loss of hot water. I further order that if the hot water is not functioning in the rental unit by August 15, 2014, the tenant will be permitted to reduce rent by \$175.00 for August and each month or partial month thereafter that the tenant has no hot water.

The tenant also testified that around the time the gas was turned off, the tenant lost access to the laundry room which was also included in the rent, and the tenant now has to do laundry at a Laundromat. I accept that testimony, in the absence of any evidence to the contrary, and I order the landlord to provide the tenant with access to the laundry room immediately. If the landlord fails to do so by August 15, 2014, the tenant will reduce rent by a further \$25.00 per month or partial month, commencing with August, 2014.

I further order the tenant to reduce rent for the month of July, 2014 by \$25.00 for the loss of laundry facilities.

I also accept the testimony of the tenant that the landlord listens to the tenant's conversations, which is contrary to the *Act*, and I find it necessary to order the landlord

to comply with the *Act* by providing the tenant with his right to privacy and quiet enjoyment of the rental unit.

Conclusion

For the reasons set out above, the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities issued on July 5, 2014 is hereby cancelled and the tenancy continues.

I hereby order the landlord to have the gas turned back on and ensure the tenant has hot water by August 15, 2014.

I further order the tenant to reduce rent for the month of July, 2014 by \$175.00 for loss of hot water.

I further order that if the hot water is not functioning in the rental unit by August 15, 2014, the tenant will be permitted to reduce rent by \$175.00 for August and each month or partial month thereafter that the tenant has no hot water.

I further order the landlord to provide the tenant with access to the laundry room immediately. If the landlord fails to do so by August 15, 2014, the tenant will reduce rent by a further \$25.00 per month or partial month, commencing with August, 2014.

I further order the tenant to reduce rent for the month of July, 2014 by \$25.00 for the loss of laundry facilities.

I further order the landlord to comply with the *Act* by providing the tenant with his right to privacy and quiet enjoyment of the rental unit.

These orders are final and binding and may be enforced.

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: August 05, 2014

Residential Tenancy Branch

