



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP, PSF, LRE, LAT, AS, RR

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant for the following issues:

- For the Landlord to make repairs to the unit, site or property
- For the Landlord to provide services or facilities required by law
- To suspend or set conditions on the Landlord’s right to enter the rental suite
- To authorise the Tenant to change the locks to the rental unit
- Allow the Tenant to assign or sublet because the Landlord has not provided permission
- Allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided.

The Tenant appeared for the hearing and provided a small amount of documentary evidence prior to the hearing. There was no appearance for the Landlord during the 37 minute duration of the hearing. As a result, I turned my mind to the service of the notice documents for this hearing by the Tenant.

The Tenant explained that he had sent the notice for this hearing and a copy of his Application to the Landlord on July 15, 2014 by registered mail. However, the Landlord did not provide a copy of the Canada Post tracking number prior to the hearing and when asked for this number during the hearing, the Tenant provided a reference number which was not recognised by the Canada Post website.

As there was no appearance by the Landlord and I was not satisfied that the Landlord was sufficiently served and put on notice for this hearing in accordance with the Act, I must dismiss the Tenant’s Application; however I provide the Tenant with leave to re-apply. The Tenant appeared to be confused about the dispute resolution process and I attempted to explain and breakdown the process in detail for the remainder of the hearing. However, it appears as though the Tenant maybe in need of some assistance by a third party, agent or advocate if he decides to make another Application.

Furthermore, I would like to take this opportunity to caution the parties in relation to Section 32(1) of the Act which requires a Landlord to maintain a residential property in a state of decoration or repair that complies with health, safety and housing standards required by law.

I also point to Section 33 of the Act which details the complete procedure a Tenant must follow if the Landlord fails to make emergency repairs such as those to a primary heating system.

Section 27(1) of the Act states that a Landlord may not terminate or restrict an essential service or facility. This would apply even if the Tenant was not complying with the Act.

In accordance with Section 14 of the Act, a Landlord or Tenant cannot unilaterally make a change to an agreement between the parties.

Section 7(1) of the Act gives an applicant the ability to apply for monetary compensation if the respondent has failed to comply with the Act. An applicant bringing such a claim must be able to prove, on the balance of probabilities, that they attempted to resolve the issue with the respondent in writing and gave them a reasonable opportunity to correct the breach. The Applicant must also be able to provide sufficient evidence of the breach through supporting evidence.

Parties are encouraged to look to the Act in seeking resolution or contacting the Residential Tenancy Branch on the contact details attached for further information.

Conclusion

For the reasons above, the Tenant's Application is dismissed **with** leave to re-apply.

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: September 15, 2014

Residential Tenancy Branch

