



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

FINAL DECISION

Dispute Codes:

CNL, MNDC, OLC, ERP, RP, PSF

Introduction

This reconvened hearing was held in response to the tenant's Application for Dispute Resolution. On July 16, 2014 an initial hearing was held during which a number of preliminary issues were dealt with. An interim decision was issued.

On October 2, 2014 a reconvened hearing was held. On October 3, 2014 a 2nd interim decision was issued in which the tenant was successful in cancelling a 2 month Notice to end tenancy for landlord's use of the property, issued on June 23, 2014. The hearing was adjourned to hear the balance of the tenant's claim.

Both parties were present at the initial hearing held on July 16, 2014 and the reconvened hearing held on October 2, 2014. The landlord did not attend the hearing held on November 24, 2014.

At the start of the hearing held on November 24, 2014 the tenant was reminded that he continued to provide affirmed testimony.

The landlord made a 4 page written rebuttal submission, which the tenant confirmed was received.

Issue(s) to be Decided

Is the tenant entitled to compensation for damage or loss under the Act in the sum of \$2,500.00?

Must the landlord be Ordered to comply with the Act by completing emergency repairs, repairs?

Must the landlord be ordered to provide services or facilities required by law?

Background and Evidence

At the start of the hearing held on November 24, 2014 the details of the tenant's claim was reviewed. The application indicated a claim for damage or loss in the sum of \$2,500.00. An attachment given with the application indicated that the claim was for:

- pecuniary and non-pecuniary damages related to a failure to repair;
- an Order the landlord maintain the residential property;
- an Order for emergency repair to the furnace;
- an Order the bathroom tile; living room ceiling and wall be repaired; and
- an Order the landlord maintain the front and back lawns of the property.

The written submission made on July 10, 2014 requested rent abatement should the repairs not be completed in a timely manner.

The tenant referenced a previous decision issued on October 30, 2012, as the result of the tenant's application, which included the following finding:

I Order the Landlord to make the necessary repairs to the shower, sink and stove by November 30, 2012.

If the repairs are not completed by November 30, 2012, I Order the Tenant to reduce the rent payment for each month the repairs are not done by \$50.00 per month starting in December, 2012. The reduced rent payment will be \$785.00.

The landlord and his father, the landlord at the time, were both present at the previous hearing.

The tenant said that the bathroom shower repair Ordered in 2012 has not been made and that his rent has been reduced by \$50.00 since December 2012.

The tenant has made verbal requests for repair, in person, over the phone and via a previous application for dispute resolution. The landlord has not responded to any requests or Orders for repairs in dispute in this application.

On April 11, 2014 the tenant's advocate sent the landlord a letter; which the landlord has confirmed receiving. The tenant made a request that the landlord attend to 3 areas of concern, requiring repair:

- Repair of furnace, clean the ducts and have the furnace examined to ensure it is up to code;
- Retile the bathroom, as previously Ordered by the RTB; and
- Repair water damage in the ceiling.

The advocate provided his contact information to the landlord so he could contact the advocate if he had any questions regarding repairs requested. The landlord did not respond to the letter and no repairs were completed. Prior to writing the letter the advocate went to the rental unit and took the photographs used in the tenant's submission.

The tenant supplied a photograph of the last service tag placed on the forced air furnace. The date on the service tag is August 28, 1989. The only reason the furnace was repaired at that time was due to flames that were shooting from the furnace. The tenant has repeatedly asked the landlord to clean the ducts, repair the holes in the basement duct work and to have the furnace serviced; this has not occurred. The tenant said that he could turn the furnace on but it would not shut off. In November 2013 the furnace ceased working and the home no longer has central heating.

The tenant is concerned for his health as the duct work has not been cleaned since 1989. The tenant submitted that he supplements his pension income by sewing bags and purses. He has been inhibited from this activity, due to the lack of heat in the home. During the past winter the tenant suffered with colds and fevers, which decreased his ability to work, resulting in a loss of ability to supplement his pension. The tenant estimates he has lost the equivalent of \$100.00 per month during November, December 2013 and January 2014.

Several years ago the tenant purchased 2 heaters which he uses in smaller rooms of the house. He has requested compensation for the cost of those heaters. A receipt as not provided but a print-out from a major hardware chain, showing a cost of \$89.95 for a similar heater, was provided as evidence. The heaters were purchased after multiple requests were made for repair.

The tenant submitted copies of photographs of the bathroom ceiling, the bathroom tile and plastic covering the bathroom tile in the shower. The tenant would like the tiles replaced and the ceiling repaired. For the past 2 years the same plastic has hung from the tile in the bathroom. The photographs supplied as evidence showed the plastic, an exposed light bulb over the shower area and a ceiling over the shower that has paint or drywall hanging from the ceiling. The tenant submitted that the failure of the landlord to respond to the Order made in 2012 shows disregard for the tenant's health and the upkeep of the property; leaving the bathroom in a state that is unsuitable for occupation.

The tenant provided photographs taken of several areas of the living room ceiling. The photographs show obvious signs of what appears to be flood damage. The ceiling is cracked, there is what appears to be mold growth and some wiring can be seen falling through a crack. One area along the wall and ceiling is missing the drywall and is blackened. This flood originated in the rental unit above the tenant, 5 or 6 years ago. Despite repeated requests made to the landlord no repairs were completed. The tenant would like the landlord to make the required repairs as the interior of the home is deteriorating with the passage of time.

For many years the tenant did cut the lawn of the rental property. He rents part of the home; there is another unit that is rented out in the upper portion of the home. The yard is shared. At one point the tenant had health issues develop that barred him from cutting the lawn. The landlord then assumed responsibility for yard maintenance. The tenant said that since this is not a single-family dwelling he should not be responsible for cutting the lawn. On June 16, 2014 the City of Vancouver issued an order to the landlord, requiring front and side yard maintenance. A copy of the order was supplied as evidence. The landlord wants the tenant to complete the on-going maintenance. The tenant wants an Order in relation to yard maintenance responsibility.

The landlord's written submission indicated that on May 23, 2014 the furnace was found to be operational. The landlord also submitted that he could not see any water damage on the ceiling, but that there was a piece of gyprock missing. The landlord believes the tenant damaged the ceiling. Since the landlord inherited the building he has repaired the stove, toilets and furnace ducting.

There was no dispute in relation to the stove and sink repairs Ordered in October 2012.

Analysis

I have previously determined that the landlord was present with his father during the hearing held on October 30, 2012. I also found that the current respondent was aware, as early as October 30, 2012, of the repairs that were required to the rental unit. In January 2013 the landlord's father passed away, with responsibility for the tenancy passing to the heirs, which includes the respondent.

Section 32 of the Act sets out landlord responsibility for the repair and maintenance of a rental unit.

Section 32 of the Act provides, in part:

32 (1) *A landlord must provide and maintain residential property in a state of decoration and repair that*

(a) complies with the health, safety and housing standards required by law, and

(b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

From the evidence before me I find that the landlord has shown a disregard for the need for repairs expressed during the hearing held on October 30, 2014. He was present at that hearing and, since January 2013 has failed to respond to the need for repair. There is no doubt that, since the April 11, 2014 letter was issued to the landlord, he has failed to adequately respond to the request for specific repairs to the rental unit. Rather, within several months the landlord chose to issue the 2 month Notice ending tenancy for landlord's use; which I have determined was issued in the absence of good faith. The

landlord submitted, that to prepare the unit for a family member the unit required only some paint. From the photographic evidence before me I find that the repairs required go well beyond the need for paint.

Therefore, I have made the following Orders for repair:

- The landlord is to hire a British Columbia (B.C.) licenced gas fitter or other B.C. licenced furnace repair technician to fully service and repair the furnace and duct-work;
- The landlord must replace all bathroom shower tiles;
- The landlord must repair the bathroom ceiling;
- The landlord must repair the ceiling and wall area in the living room, which must include repair to all cracks in the ceiling, removal of the black substance along the wall, replacement of drywall or gyprock; and
- The landlord must hire a B.C. licenced electrician to inspect the wiring hanging from the living room ceiling to ensure that no risk exists and that any repair required is completed.

The Ordered repairs are to all be made **no later December 20, 2014.**

I note that there is an exposed light fixture hanging in the shower stall. Although this matter was not raised by the tenant, I strongly urge the landlord to have the electrician inspect and make any recommended repair to that light; in order to ensure the safety of the tenant.

Once repairs are completed, pursuant to section 62(3) of the Act, I Order the landlord to provide the tenant with a copy of:

- the furnace repair invoice;
- the electrician invoice;
- a signed and dated letter confirming the date the bathroom tile has been replaced and the ceiling repaired; and
- a signed and dated letter confirming the date the living room wall and ceiling has been repaired.

If the landlord fails to complete all of the repairs as Ordered by December 20, 2014, the tenant may commence rent reduction in the sum totaling \$250.00 per month.

Therefore, if all repairs are not completed by December 31, 2014, the tenant may make a \$250.00 deduction from January 2015 rent owed, for the December abatement. This includes the \$50.00 abatement Ordered on October 30, 2012.

The tenant is entitled to the monthly abatement for any portion of a month the repairs have not been made. For example, if the final repair is completed on the 2nd day of a

month and proof is given to the tenant on that date; the tenant is entitled to make a deduction from rent owed the following month in the sum of \$250.00.

Once all of the repairs have been completed, as Ordered, and the tenant has received all of the required documents from the landlord, the rent abatements will cease and rent will revert to \$835.00 per month.

If the tenant continues to make rent reductions after repairs are fully completed as Ordered, the landlord is at liberty to submit an application for dispute resolution requesting the abatement I have Ordered cease. The landlord must bring forward all evidence that the repairs were completed as Ordered. If it is found that repairs were completed and rent abatement continued, any rent reduction made beyond the time all repairs were completed as Ordered, may be considered as unpaid rent.

If the repairs Ordered are not completed, given the decision by the landlord to ignore the shower issues raised at the October 30, 2014 hearing and the tenant's April 11, 2014 letter requesting repair, I find that the tenant is at liberty to make application for further rent abatement and Orders; given the likelihood of further deterioration to the unit over time.

In relation to the claim for damage or loss under the Act; the tenant has claimed compensation for pecuniary and non-pecuniary damages related to a failure to repair. RTB policy suggests that losses of services are considered "pecuniary" losses. Intangible losses for physical inconvenience and discomfort, pain and suffering, grief, humiliation, loss of self-confidence, loss of amenities, mental distress, etc. are considered "non-pecuniary" losses.

Residential Tenancy Branch policy suggests:

A landlord must not:

- *terminate or restrict a service or facility if the service or facility is essential to the tenant's use of the rental unit as living accommodation.*

The policy goes on to provide, in part:

An "essential" service or facility is one which is necessary, indispensable, or fundamental. In considering whether a service or facility is "essential" to the tenant's use of the rental unit ... the arbitrator will hear evidence as to the importance of the service or facility and will determine whether a reasonable person in similar circumstances would find that the loss of the service or facility has made it impossible or impractical for the tenant to use the rental unit as living accommodation.

I find that policy takes a reasonable stance and, as a result, find that a fully functioning, serviced furnace or other source of heat is an essential service. Further, the use of a shower stall, that has tiles falling from the wall, with plastic sheeting for a period of 2 years results in what I find is a loss of value of the tenancy. The repairs required in the living room would bring the home up to a basic standard of housing.

Since December 2012 the tenant has been receiving a \$50.00 per month rent abatement, as the result of a failure to repair. I have considered the landlord's minimal response to the tenant's April 11, 2014 letter. The landlord submits he attended at the rental unit on May 23, 2014 and, despite seeing that the furnace had last been serviced in 1989, he took no steps to arrange servicing and any required repair. I have rejected the landlord's submission that the furnace was fully operational and find that a reasonable person would have arranged servicing after a period of twenty-five years. The landlord appears to have been blind to the need for bathroom and living room ceiling and wall repair. This has left the tenant paying rent for what I find is a unit of diminished value, beyond \$50.00 per month.

Therefore, pursuant to section 67 of the Act, I find that the tenant is entitled to an additional \$200.00 per month rent abatement, commencing January 1, 2015. This abatement will commence if all repairs are not completed, as Ordered, by December 20, 2014.

In relation the claim of \$2,500.00 for loss of income and the general discomfort due to the malfunctioning furnace, the state of the bathroom and living room, I find, pursuant to section 65(1)(f) of the Act, that the tenant is entitled to compensation for damage and loss that has occurred since May 2014.

The landlord was given a written request for repairs; which included the shower. The landlord was present at the October 2012 hearing with his father and, once he obtained authority for the rental unit in January 2013, he took no steps to reverse the rent abatement by making the repairs. I have rejected the landlord's written submissions regarding the need for repair. I prefer, on the balance of probabilities, the photographic evidence before me and the submissions of the tenant as more reliable and consistent. The tenant's advocate attended at the home and took the photographs, which provided what I found to be clear evidence of a failure by the landlord to repair and maintain the rental unit.

The tenant has had the same plastic sheet hung in his bathroom stall for the past 2 years. Leaving a furnace without professional servicing for a period of twenty-five years shows what I find, on the balance of probabilities, to be a blatant disregard for the comfort or safety of the tenant.

Therefore, pursuant to section 67 of the Act, I find that the tenant is entitled to compensation for damage or loss since May 1, 2014 in the sum of \$200.00 per month, to November 2014; inclusive, totaling \$1,400.00. This is in addition to the \$50.00 rent reduction that he has already received.

The balance of the tenant's monetary claimed is dismissed. There was no evidence before me of the dates the tenant had talked with the landlord in relation to the need for heaters. There was also no evidence before me setting out details of possible income and the loss of potential income.

I have provided several examples of rent that will be owed; given the following scenarios. If repairs are completed before the November to May 2014 rent abatement is recovered by the tenant, the parties will be required to calculate any balance owed to the tenant that may be deducted from the rent due.

Month	Rent owed if repairs made by December 20, 2014	Rent owed if repairs not made by December 20, 2014
January 2015	0 (balance owed to tenant for May – November abatement 1,400.00 – 835.00 rent = 565.00)	0 (tenant owed 1,400.00 (for May – November abatement) – 835.00 rent; leaves balance of 565.00 + December abatement of 250.00 = 815.00 owed to tenant)
February	270.00 (835.00-565.00)	20.00 (835.00 rent – 815.00 = 20.00 owed to landlord – 250.00 January abatement owed to tenant = 230.00 owed to tenant)
March	835.00	355.00 (835.00 rent – 230.00 = 605.00 less February abatement 250.00)
April	835.00	585.00 (835.00 rent – 250.00)
May	835.00	585.00

If the tenancy should end before the tenant receives all compensation Ordered he is at liberty to submit an application requesting a monetary Order for any balance owed.

Further, pursuant to section 62(3) of the Act, I find that the tenant has now met the requirements set out in section 33 of the Act; emergency repairs. If the furnace is not fully serviced and repaired as Ordered by December 20, 2014 the tenant is at liberty to notify the landlord that he will be arranging the repair to the furnace only. Any cost of repair may be deducted from rent owed, in addition to that Ordered. The tenant must keep copies of all receipts, proof of payment and provide copies to the landlord. While the tenant may not have the financial resources to have the furnace repaired; he does have that option. Section 33 of the Act is appended after the conclusion of this decision.

In relation to the yard maintenance, RTB policy suggests that a tenant living in a multi-family dwelling who has exclusive use of the yard is responsible for routine yard maintenance, which includes cutting grass, clearing snow. In this case the tenant does

not have exclusive use of the yard. Therefore, I find, given the reasonable stance of policy, that the landlord, not the tenant, is responsible for yard maintenance.

In the absence of a written tenancy agreement, the parties are bound by the schedule of terms, which I have appended after the conclusion of this decision.

When the landlord enters the unit to make repairs the tenant can provide verbal agreement for entry. Section 29 of the Act, setting out the landlord's right to enter the unit, is appended after the conclusion of this decision.

Arbitrators are delegated the powers, duties and authority of the Director. The landlord is warned that failures to comply with an Order of the Director may result in administrative penalties, in accordance with Division 2.1 of the Act.

Conclusion

The tenant is entitled to rent abatement in the sum of \$200.00 plus the \$50.00 previously Ordered, commencing December 21, 2014, as set out above.

The tenant is entitled to compensation for damage or loss between May and November 2014 inclusive, in the sum of \$1,400.00.

The balance of the tenant's monetary claim is dismissed.

The landlord is responsible for yard maintenance.

This final decision should be read in conjunction with the interim decisions issued on July 16 and October 3, 2014.

This decision is final and binding and 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 26, 2014

Residential Tenancy Branch

Schedule

[am. B.C. Reg. 234/2006, s. 22.]

Application of the Residential Tenancy Act

- 1** (1) *The terms of this tenancy agreement and any changes or additions to the terms may not contradict or change any right or obligation under the Residential Tenancy Act or a regulation made under that Act, or any standard term. If a term of this tenancy agreement does contradict or change such a right, obligation or standard term, the term of the tenancy agreement is void.*
- (2) *Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and the tenant. If a change is not agreed to in writing, is not initialed by both the landlord and the tenant or is unconscionable, it is not enforceable.*
- (3) *The requirement for agreement under subsection (2) does not apply to the following:*
- (a) a rent increase given in accordance with the Residential Tenancy Act;*
 - (b) a withdrawal of, or a restriction on, a service or facility in accordance with the Residential Tenancy Act;*
 - (c) a term in respect of which a landlord or tenant has obtained an order of the director that the agreement of the other is not required.*

Security deposit and pet damage deposit

- 2** (1) *The landlord agrees*
- (a) that the security deposit and pet damage deposit must each not exceed one half of the monthly rent payable for the residential property,*
 - (b) to keep the security deposit and pet damage deposit during the tenancy and pay interest on it in accordance with the regulation, and*
 - (c) to repay the security deposit and pet damage deposit and interest to the tenant within 15 days of the end of the tenancy agreement, unless*
 - (i) the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or*
 - (ii) the landlord makes an application for dispute resolution under the Residential Tenancy Act within 15 days of the end of the tenancy agreement to claim some or all of the security deposit or pet damage deposit.*
- (2) *The 15 day period starts on the later of*
- (a) the date the tenancy ends, or*
 - (b) the date the landlord receives the tenant's forwarding address in writing.*
- (3) *If a landlord does not comply with subsection (1), the landlord*
- (a) may not make a claim against the security deposit or pet damage deposit, and*

(b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both.

(4) The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent.

Pets

3 *Any term in this tenancy agreement that prohibits, or restricts the size of, a pet or that governs the tenant's obligations regarding the keeping of a pet on the residential property is subject to the rights and restrictions under the Guide Animal Act.*

Condition inspections

4 *(1) In accordance with sections 23 and 35 of the Act [condition inspections] and Part 3 of the regulation [condition inspections], the landlord and tenant must inspect the condition of the rental unit together*

(a) when the tenant is entitled to possession,

(b) when the tenant starts keeping a pet during the tenancy, if a condition inspection was not completed at the start of the tenancy, and

(c) at the end of the tenancy.

(2) The landlord and tenant may agree on a different day for the condition inspection.

(3) The right of the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if the landlord does not perform the landlord's obligations under sections 23 and 35 of the Residential Tenancy Act.

(4) A right of the tenant to the return of a security deposit or a pet damage deposit, or both, is extinguished if the tenant fails to perform the tenant's obligations under section 23 and 35 of the Residential Tenancy Act.

Payment of rent

5 *(1) The tenant must pay the rent on time, unless the tenant is permitted under the Act to deduct from the rent. If the rent is unpaid, the landlord may issue a notice to end a tenancy to the tenant, which may take effect not earlier than 10 days after the date the tenant receives the notice.*

(2) The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent, unless a reduction is made under section 27 (2) of the Act.

(3) The landlord must give the tenant a receipt for rent paid in cash.

(4) The landlord must return to the tenant on or before the last day of the tenancy any post-dated cheques for rent that remain in the possession of the landlord. If the landlord does not have a forwarding address for the tenant and the tenant has vacated the premises without notice to the landlord, the landlord must forward any post-dated cheques for rent to the tenant when the tenant provides a forwarding address in writing.

Rent increase

6 *(1) Once a year the landlord may increase the rent for the existing tenant. The landlord may only increase the rent 12 months after the date that the existing rent was established with the tenant or 12 months after the date of*

the last legal rent increase for the tenant, even if there is a new landlord or a new tenant by way of an assignment. The landlord must use the approved Notice of Rent Increase form available from any Residential Tenancy office or Government Agent.

(2) A landlord must give a tenant 3 whole months notice, in writing, of a rent increase.

[For example, if the rent is due on the 1st of the month and the tenant is given notice any time in January, including January 1st, there must be 3 whole months before the increase begins. In this example, the months are February, March and April, so the increase would begin on May 1st.]

(3) The landlord may increase the rent only in the amount set out by the regulation. If the tenant thinks the rent increase is more than is allowed by the regulation, the tenant may talk to the landlord or contact the Residential Tenancy office for assistance.

(4) Either the landlord or the tenant may obtain the percentage amount prescribed for a rent increase from the Residential Tenancy office.

Assign or sublet

7 *(1) The tenant may assign or sublet the rental unit to another person with the written consent of the landlord. If this tenancy agreement is for a fixed length of 6 months or more, the landlord must not unreasonably withhold consent. Under an assignment a new tenant must assume all of the rights and obligations under the existing tenancy agreement, at the same rent. The landlord must not charge a fee or receive a benefit, directly or indirectly, for giving this consent.*

(2) If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may make an application for dispute resolution under the Residential Tenancy Act.

Repairs

8 *(1) Landlord's obligations:*

(a) The landlord must provide and maintain the residential property in a reasonable state of decoration and repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.

(b) If the landlord is required to make a repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may make an application for dispute resolution under the Residential Tenancy Act seeking an order of the director for the completion and costs of the repair

(2) Tenant's obligations:

(a) The tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must take the necessary steps to repair damage to the residential property caused by the actions or neglect

of the tenant or a person permitted on the residential property by that tenant. The tenant is not responsible for repairs for reasonable wear and tear to the residential property.

(b) If the tenant does not comply with the above obligations within a reasonable time, the landlord may discuss the matter with the tenant and may make an application for dispute resolution under the Residential Tenancy Act seeking an order of the director for the cost of repairs, serve a notice to end a tenancy, or both.

(3) Emergency repairs:

(a) The landlord must post and maintain in a conspicuous place on the residential property, or give to the tenant in writing, the name and telephone number of the designated contact person for emergency repairs.

(b) If emergency repairs are required, the tenant must make at least two attempts to telephone the designated contact person, and then give the landlord reasonable time to complete the repairs.

(c) If the emergency repairs are still required, the tenant may undertake the repairs, and claim reimbursement from the landlord, provided a statement of account and receipts are given to the landlord. If the landlord does not reimburse the tenant as required, the tenant may deduct the cost from rent. The landlord may take over completion of the emergency repairs at any time.

(d) Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of the residential property and are limited to repairing

(i) major leaks in pipes or the roof,

(ii) damaged or blocked water or sewer pipes or plumbing fixtures,

(iii) the primary heating system,

(iv) damaged or defective locks that give access to a rental unit, or

(v) the electrical systems.

Occupants and guests

9 *(1) The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit.*

(2) The landlord must not impose restrictions on guests and must not require or accept any extra charge for daytime visits or overnight accommodation of guests.

(3) If the number of occupants in the rental unit is unreasonable, the landlord may discuss the issue with the tenant and may serve a notice to end a tenancy. Disputes regarding the notice may be resolved by applying for dispute resolution under the Residential Tenancy Act.

Locks

- 10** (1) *The landlord must not change locks or other means of access to residential property unless the landlord provides each tenant with new keys or other means of access to the residential property.*
- (2) *The landlord must not change locks or other means of access to a rental unit unless the tenant agrees and is given new keys.*
- (3) *The tenant must not change locks or other means of access to*
(a) *common areas of residential property, unless the landlord consents to the change, or*
(b) *his or her rental unit, unless the landlord agrees in writing to, or the director has ordered, the change.*

Landlord's entry into rental unit

- 11** (1) *For the duration of this tenancy agreement, the rental unit is the tenant's home and the tenant is entitled to quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of the rental unit.*
- (2) *The landlord may enter the rental unit only if one of the following applies:*
(a) *at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant a written notice which states*
(i) *the purpose for entering, which must be reasonable, and*
(ii) *the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant agrees otherwise;*
(b) *there is an emergency and the entry is necessary to protect life or property;*
(c) *the tenant gives the landlord permission to enter at the time of entry or not more than 30 days before the entry;*
(d) *the tenant has abandoned the rental unit;*
(e) *the landlord has an order of the director or of a court saying the landlord may enter the rental unit;*
(f) *the landlord is providing housekeeping or related services and the entry is for that purpose and at a reasonable time.*
- (3) *The landlord may inspect the rental unit monthly in accordance with subsection (2) (a).*
- (4) *If a landlord enters or is likely to enter the rental unit illegally, the tenant may make an application for dispute resolution under the Residential Tenancy Act seeking an order of the director to change the locks, keys or other means of access to the rental unit and prohibit the landlord from obtaining entry into the rental unit. At the end of the tenancy, the tenant must give the key to the rental unit to the landlord.*

Ending the tenancy

- 12** (1) *The tenant may end a monthly, weekly or other periodic tenancy by giving the landlord at least one month's written notice. A notice given the*

day before the rent is due in a given month ends the tenancy at the end of the following month.

[For example, if the tenant wants to move at the end of May, the tenant must make sure the landlord receives written notice on or before April 30th.]

(2) This notice must be in writing and must

- (a) include the address of the rental unit,*
- (b) include the date the tenancy is to end,*
- (c) be signed and dated by the tenant, and*
- (d) include the specific grounds for ending the tenancy, if the tenant is ending a tenancy because the landlord has breached a material term of the tenancy.*

(3) If this is a fixed term tenancy and the agreement does not require the tenant to vacate at the end of the tenancy, the agreement is renewed as a monthly tenancy on the same terms until the tenant gives notice to end a tenancy as required under the Residential Tenancy Act.

(4) The landlord may end the tenancy only for the reasons and only in the manner set out in the Residential Tenancy Act and the landlord must use the approved notice to end a tenancy form available from the Residential Tenancy office.

(5) The landlord and tenant may mutually agree in writing to end this tenancy agreement at any time.

(6) The tenant must vacate the residential property by 1 p.m. on the day the tenancy ends, unless the landlord and tenant otherwise agree.

Landlord to give tenancy agreement to tenant

13 *The landlord must give the tenant a copy of this agreement promptly, and in any event within 21 days of entering into the agreement.*

Dispute resolution

14 *Either the tenant or the landlord has the right to make an application for dispute resolution, as provided under the Residential Tenancy Act.*

Note: *this regulation repeals B.C. Regs. 161/2000, 264/98, 370/99, 125/2001 and 49/96.*

[Provisions of the Residential Tenancy Act, S.B.C. 2002, c. 78, relevant to the enactment of this regulation: sections 97, 104 and 115]

Landlord's right to enter rental unit restricted

29 *(1) A landlord must not enter a rental unit that is subject to a tenancy agreement for any purpose unless one of the following applies:*

(a) the tenant gives permission at the time of the entry or not more than 30 days before the entry;

(b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:

(i) the purpose for entering, which must be reasonable;

(ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees;

(c) the landlord provides housekeeping or related services under the terms of a written tenancy agreement and the entry is for that purpose and in accordance with those terms;

(d) the landlord has an order of the director authorizing the entry;

(e) the tenant has abandoned the rental unit;

(f) an emergency exists and the entry is necessary to protect life or property.

(2) A landlord may inspect a rental unit monthly in accordance with subsection (1) (b).

Emergency repairs

33 (1) In this section, "**emergency repairs**" means repairs that are

(a) urgent,

(b) necessary for the health or safety of anyone or for the preservation or use of residential property, and

(c) made for the purpose of repairing

(i) major leaks in pipes or the roof,

(ii) damaged or blocked water or sewer pipes or plumbing fixtures,

(iii) the primary heating system,

(iv) damaged or defective locks that give access to a rental unit,

(v) the electrical systems, or

(vi) in prescribed circumstances, a rental unit or residential property.

(2) The landlord must post and maintain in a conspicuous place on residential property, or give to a tenant in writing, the name and telephone number of a person the tenant is to contact for emergency repairs.

(3) A tenant may have emergency repairs made only when all of the following conditions are met:

(a) emergency repairs are needed;

(b) the tenant has made at least 2 attempts to telephone, at the number provided, the person identified by the landlord as the person to contact for emergency repairs;

(c) following those attempts, the tenant has given the landlord reasonable time to make the repairs.

(4) A landlord may take over completion of an emergency repair at any time.

(5) A landlord must reimburse a tenant for amounts paid for emergency repairs if the tenant

(a) claims reimbursement for those amounts from the landlord, and

(b) gives the landlord a written account of the emergency repairs accompanied by a receipt for each amount claimed.

(6) Subsection (5) does not apply to amounts claimed by a tenant for repairs about which the director, on application, finds that one or more of the following applies:

(a) the tenant made the repairs before one or more of the conditions in subsection (3) were met;

(b) the tenant has not provided the account and receipts for the repairs as required under subsection (5) (b);

(c) the amounts represent more than a reasonable cost for the repairs;

(d) the emergency repairs are for damage caused primarily by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

(7) If a landlord does not reimburse a tenant as required under subsection (5), the tenant may deduct the amount from rent or otherwise recover the amount.

