



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Yani C. Jin Holdings Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, OLC, FF

### Introduction

This was a hearing with respect to an application by the tenant for a monetary award and for an order that the landlord comply with the *Residential Tenancy Act*, Regulation or tenancy agreement. The hearing was conducted by conference call. The tenant and the landlord called in and participated in the hearing.

### Issue(s) to be Decided

Is the tenant entitled to a monetary award and if so, in what amount?  
Should the landlord be order to comply with particular provisions of the *Residential Tenancy Act*, Regulation or tenancy agreement?

### Background and Evidence

The rental unit is an apartment in Surrey. There was a previous dispute resolution hearing with respect to this tenancy conducted by conference call on November 18, 2014. The hearing was with respect to the landlord's application for an order for possession and a monetary order for unpaid rent. The tenant applied to cancel a Notice to End Tenancy for unpaid rent and for a monetary award to compensate her for emotional distress and for loss of quiet enjoyment. In the decision dated November 18, 2014 the arbitrator dismissed the landlord's application for a monetary order for unpaid rent and for an order for possession. The arbitrator awarded the tenant the sum of \$565.00, equivalent to a half month's rent, as compensation for unreasonable disturbance and interference caused by the landlord's behaviour. The arbitrator also ordered that the landlord send a receipt to the tenant each and every month for her payment of rent.

The tenant filed this application on January 22, 2015. She alleged continued harassment and complained that she has not been given rent receipts as ordered by the

arbitrator in the November 18<sup>th</sup> decision. The tenant requested a monetary order in the amount of \$1,695.00. The tenant submitted copies of documents received from the landlord since the November 18<sup>th</sup> decision was issued. The documents included a letter to the tenant from the landlord dated January 13, 2015. The letter said:

**After reviewing all of the rent you have paid from July 5<sup>th</sup> 2012 to Dec 2014, I am attaching the receipts of the payments to you as another four pages.**

**There is an outstanding balance at \$69.02 which you also owned in 2013. Please pay off this amount in 10 days before January 31 2015.** (reproduced as written)

The tenant said that the landlord has ignored the November 18 decision. She complained that the landlord has not provided receipts for rent payments and has continued to harass her by making claims for unpaid rent. The tenant submitted as follows:

So with this unreasonable disturbance of more harrament I am asking the Arbitrator's at the residential tenancy branch for compensasion of. For non receipt of rent and harrasment in the amount of \$1695.00 and further for each month of no reciept sent – 1130, in the amount of the rent. So she gets the idea she has to stop harrasment and sent reciept or I get free rent. That should make her understand and stop the unreasonable disturbance. (reproduced as written)

The landlord submitted several packages of documentary evidence and submissions. The documents included copies of the landlord's bank statements. In her written submission the landlord said that she went through all of her bank statements for the past two and a half years and found that there was \$69.02 from 2013 which the tenant didn't pay. Much of the landlord's submissions amounted to an attempt to re-argue matters that were before the arbitrator at the November 18<sup>th</sup> hearing; she requested that the monetary award granted to the tenant be withdrawn. The landlord also proposed a series of dates extending to May, 2016 when the landlord proposed that she will inspect the rental unit. The tenant objected to the landlord's proposed inspections as another form of harassment.

The tenant complained that the landlord has not adhered to the arbitrator's order requiring the landlord to provide receipts for rent payments. The tenant has received receipts for rent payments up to and including December, 2014. The tenant pays rent to the landlord by direct deposit to the landlord's bank account. The tenant requested an order that the landlord provide her with a receipt for the rent payment on the 5<sup>th</sup> of

each month. The landlord said that she will provide the tenant with a receipt when she receives her bank statement each month showing the tenant's deposit. The tenant objected to this proposal.

### Analysis

At the hearing I informed the landlord that her claim for unpaid rent was addressed and dismissed without leave to reapply in the November 18, 2014 decision. The landlord acknowledged that she now understood that the dismissal of her monetary claim included the amount of \$69.02 that she has recently requested from the tenant and she acknowledged that she may not make or pursue any claim for rent due for any period prior to the date of this hearing in February, 2015. There is no basis for me to interfere with the November 18<sup>th</sup> decision granting the tenant a monetary award and the landlord's request that I revisit that decision is denied.

According to the tenancy agreement, the rent is payable on the 15<sup>th</sup> day of each month. I direct the landlord to provide a receipt for rent paid for each month by the 20<sup>th</sup> day of each month. The landlord need not wait for a bank statement to arrive before she issues a receipt, she may access her bank account information via the internet if necessary in order to confirm receipt of deposits made by the tenant. I note that although the tenant is entitled to get a receipt from the landlord, the tenant will also have her own transaction record with respect to any direct deposits made to the landlord's bank account.

With respect to the landlord's proposed schedule of inspections, the *Residential Tenancy Act* provides that the landlord may give a written notice to enter the rental unit at least 24 hours and not more than 30 days before the proposed entry. The landlord's proposed schedule is in violation of the *Residential Tenancy Act* because it involves notices given more than 30 days before the proposed date of entry. The landlord will have to give a separate notice for each proposed entry. I caution the landlord that she must have a reasonable purpose for each entry and she must state the purpose for entering on each notice that she gives to the tenant. The tenant was advised at the hearing that the *Residential Tenancy Act* permits a landlord to perform monthly inspections.

With respect to the tenant's claim for compensation, she received some unwarranted communications from the landlord claiming a small amount of rental arrears and she claimed that a rent receipt for January was not provided. The tenant claimed payment of what amounts to a month and a half of rent for what I consider a relatively trivial breach by the landlord of the tenant's rights to quiet enjoyment. The tenant's claim is

out of all proportion to the harm and would amount to a punitive rather than compensatory award. I find that the tenant is entitled to an award of \$75.00 to reflect the fact that the landlord continued to pursue a claim for unpaid rent after it was dismissed by the November 18<sup>th</sup> decision.

### Conclusion

The tenant may deduct the sum of \$75.00 from the next instalment of rent due to the landlord. The landlord is ordered to provide the tenant with rent receipts by the 20<sup>th</sup> day of each month. All other claims by the tenant are dismissed. The tenant did not pay a filing fee and no filing fee is awarded.

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: February 23, 2015

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Residential Tenancy Branch

