



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ZORRO HOLDINGS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: ERP RR

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) That the landlord do emergency repairs pursuant to section 33;
- b) That the landlord repair and maintain the property pursuant to section 32;
- c) For a rebate of rent for repairs not done as ordered in a previous hearing in July 2014;
- d) To suspend or restrict the landlord's entry into the unit pursuant to section 29;
- e) To order that the tenant may change the locks pursuant to section 31(3); and
- f) To recover filing fees for this application.

Service:

The tenant /applicant gave evidence that they served the Application for Dispute Resolution by a Process Server and the landlord agreed they received it. I find the Application was legally served for the purposes of this hearing.

Preliminary: The landlord requested the name on the Decision be amended to the landlord's legal name. The tenant did not object so the name is amended.

Issue(s) to be Decided:

Has the tenant proved on the balance of probabilities that the landlord has not maintained the property contrary to sections 32 and 33 of the Act and did not do repairs as ordered in a previous hearing? Are they entitled to orders that the landlord do necessary repairs and to a rent rebate for repairs not done in a timely way?

Has the tenant proved on the balance of probabilities that the landlord is making unauthorized entry into the unit and if so, is the tenant entitled to an order allowing her to change the locks pursuant to section 31(3)? Is the tenant entitled to recover the filing fee for this application?

Background and Evidence

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. The undisputed evidence is that the tenancy commenced in November 2011, rent is \$1416 a month and a security deposit of \$700 was paid.

The tenant claims that the landlord has not done the necessary maintenance and she has expended her own money to do it as follows:

1. \$800 for two bed bug treatments at the end of 2011
2. \$250 for a dog (K-9) unit to check for bed bugs in early 2012
3. \$300 for Process Server fees to pay rent 3 times in 2013-2014
4. \$100 for Process Server to give a letter of explanation on unit inspection
5. \$250 for bed bug protectors on mattresses
6. \$600 for handles for window to Speed Glass and installation.

The tenant provided no invoices to support her claim and no written requests to the landlord to request the above repairs. She said the handyman had done some repairs to her satisfaction such as cleaning the vent and sealing around fittings but there are still leaks in the bathroom and the wall is buckling. She said she had a technician install plumbing fittings she bought herself but there were parts he could not do as the water was not shut off in the building and the handyman had installed one seal wrong; when I queried her as to why she did not have him do a report on the leaks, she said he did not do that. She said her documents were stolen and she had reported this to the Police. She said she had to use a process server to give her rent for the manager had forbidden her to post it under her door or rap on her door. She said she had a bed bug in a jar but one of the management (R.M.) stole it and also someone illegally entered her suite to fix a handle. She said there had been several illegal entries into her suite since February 6, 2013 and she has no place to put her documents except in the kitchen. She said a Restoration company cleaned her kitchen after a previous flood. She began to discuss seeing some black widow spiders recently and she believes they are black widows from descriptions she has read; since this was not an issue on her Application and the landlord had no notice of it, I declined to hear it further.

The landlord denied her allegations. The administrative person said the tenant never gave her rent through a process server, that rent can be put in her door letterbox at any time and she has never forbidden the tenant to knock on her door, in fact, she has talked with her on a number of occasions. The Director of Operations said they have had no written requests for repairs from this tenant but she has filed Applications before. He referenced one from 2014 which the landlord did not attend but he said that everything had been done. He said they have a professional pest control company that treats their building and the tenant did not need to hire a separate one, if she did which

he denies as there are no invoices or other evidence to show this. They have no record of her ever asking for other treatments and they have sprayed for cockroaches on February 3 and February 13, 2015 after the tenant showed him one cockroach in a jar recently. The administrative person said the tenant's daughter came to their office and allowed entry to the pest control person on February 3, 2015. The Director said he went personally to inspect the tenant's suite after receiving this Application. He looked at everything and said the bathroom and kitchen look really good with nice tiling, no leaks and the plumbing all done. The administrative person said the faucets were replaced in January 2015. He said he had not inspected the handles on her living room window as she had made no request on this; he said they have many in stock and could easily replace them if necessary.

All three of the landlord's personnel who attended the hearing denied any entry without notice. In fact, they said they give her 24 hour notice, she calls and changes it and they accommodate her. She will not allow maintenance people to access her unit for repairs without this formal procedure and they observe it.

Included with the evidence is a City Order dated March 25, 2014 to locate a water leak and make repairs and to replace a shower head. A note on this states the handyman finished these repairs on April 4, 2014. Other evidence is the monetary claim listed above and 4 handwritten pages by the tenant. On the basis of the documentary and solemnly sworn evidence presented for the hearing, a decision has been reached.

Analysis:

First Issue/ Test: The onus of proof is on the tenant applicant to prove on a balance of probabilities that the landlord did not do necessary repairs in a timely fashion contrary to sections 32 and 33 of the Act and specifically did not do the repairs ordered in a previous hearing in July 2014. If so, to how much compensation is she entitled?

I find insufficient evidence to satisfy the onus of the tenant to prove that the landlord did not maintain the building and do repairs as needed. I note that the landlord did not attend the previous hearing so had no input into the list compiled and the work order from the City ordering some water leak repairs on March 25, 2014 was signed as completed on April 4, 2014 by the handyman. Although the tenant submitted a monetary claim for items as listed above, I find insufficient evidence to support her claim. She provided no invoices for the expenses which were allegedly paid to professional businesses. I do not find it credible that someone entered her unit to steal invoices or a bed bug. Although she said she could get duplicates, she provided no evidence to show she had requested these. Again, there was no invoice related to alleged bed bug treatment and the landlord said they have their own professional bed

bug treatment company which, as professionals themselves, they use when needed and she could have used that company if requested. I find no evidence that she had provided a written list of necessary repairs to the landlord. I find the Director's evidence credible that he checked the tenant's unit in the past few days and found everything was in good shape including the plumbing. His evidence was supported by the handyman and the administrative person. I dismiss her claim for repairs and compensation for emergency repairs. The Director noted he had not checked the handles on her windows but was willing to do so and provide new ones if needed so I will order that done.

I find insufficient evidence of a process server's expenses to pay her rent or the need for that expense, even if incurred. There is no evidence of an invoice and the administrative person, whom I found credible, said tenants could put their rent cheques through the mail slot in her door.

Second Issue/Test: The onus of proof is on the tenant to prove on a balance of probabilities that an order allowing her to change locks pursuant to section 31(3) is necessary due to unauthorized entry contrary to section 29 of the Act.

I find insufficient evidence to support the tenant's allegation of unauthorized entry into her unit. I find the landlord's evidence credible that they serve her 24 hour notices to enter and even after that, accommodate her preferred timing although inconvenient. The administrative person supported the Director's evidence on this point and noted how difficult it was to arrange times with the tenant to do repairs. Therefore her application to change the locks is denied.

Conclusion:

I dismiss the Application of the tenant in its entirety and find her not entitled to recover the filing fee due to her lack of success. Pursuant to the Director's offer:

I HEREBY ORDER the landlord to inspect the handles on the tenant's living room windows and replace or repair them if necessary.

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: March 05, 2015

Residential Tenancy Branch