



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, RR, AAT, AS, LAT,

### Introduction and Preliminary Matters

This hearing convened as a result of a Tenant's Application for Dispute Resolution filed January 30, 2015 wherein the Tenant sought an Order for return of the pet damage deposit or security deposit, an Order allowing the Tenant to deduct the cost of repairs, services or facilities from the rent, an Order allowing the Tenant to change the locks, an Order allowing the Tenant or the Tenant's guests access to the rental unit, and to recover the filing fee.

At the outset of the hearing, the Tenant advised that he did not wish to pursue the following requests:

1. an Order allowing the Tenant to deduct the cost of repairs, services or facilities from the rent;
2. an Order allowing the Tenant to change the locks; and
3. an Order allowing the Tenant or the Tenant's guests access to the rental unit

Accordingly, these applications are dismissed.

Although not provided for on his application, the Tenant stated he wanted an Order prohibiting the Landlord from calling the police, the Ministry of Children and Family Development and the Tenant's family. I advised the Tenant that such relief was not available pursuant to the Act.

The Tenant further stated that he wanted an Order prohibiting the Landlord from turning off his hydro, and he wanted \$200.00 compensation for the food which spoiled when the Landlord shut off his hydro on two previous occasions. The Landlord stated that the Tenant has now put the hydro in his own name such that the Landlord has no control

over his hydro. As well, the Landlord agreed to the Tenant's request for monetary compensation and confirmed the Tenant may reduce his next month's rent by \$200.00. Pursuant to section 33 of the *Act* I record this agreement in this my decision.

### Issue to be Decided

1. Is the Tenant entitled to an Order allowing the Tenant, or his guests, access to the rental unit?

### Background and Evidence

The parties agreed that there was no tenancy agreement. The tenancy began on March 2013, monthly rent was initially payable in the amount of \$600.00 per month and increased to \$700.00 per month when the Tenant moved to a larger rental unit. The parties disagreed as to whether hydro and internet were included in the rent.

With respect to the Tenant's request for an Order pursuant to section 30, the Tenant testified that the Landlord stands at the door and sends people away and otherwise "controls" who enters. The Tenant did not provide any dates this occurred, nor did he indicate which guests were restricted by the Landlord.

The Landlord testified that he called the police on four occasions due to the behaviour of one of the Tenant's guests, "R", and that currently R is prohibited from attending the rental unit by operation of a "no contact order". According to the Landlord, R. "punched a woman on the street outside the rental building"; "stole a cat and then tried to hold it ransom"; "assaulted the Landlord by riding his bike into him"; "chased and threatened another occupant of the rental building"; and, "came to the residence after being instructed not to attend pursuant to a no contact order". The Landlord testified that due to R's behaviour, he issued 1 Month Notice to the Tenant.

The Landlord further testified that the Tenant has not paid rent for March 2015 and that the Landlord intends to file an application for an Order of Possession based on the 1 Month Notice and/or 10 Day Notice issued (notably, neither were in evidence).

The Tenant did not request an Order pursuant to section 62(3) that the Landlord provide services or facilities required by law. In any case, the Landlord agreed to provide the Tenant with the internet wifi code provided the Tenant paid the \$4.00 per month cost.

### Analysis

The Tenant sought an Order pursuant to section 30 of the Act which provides as follows:

- 30** (1) A landlord must not unreasonably restrict access to residential property by
- (a) the tenant of a rental unit that is part of the residential property, or
  - (b) a person permitted on the residential property by that tenant.

The Tenant did not provide any details as to the dates he alleges he or his guests were denied access, did not indicate which of his guests were prohibited from entering the rental unit by the Landlord. I find that the Tenant has failed to articulate his claim with enough specificity for the Landlord to respond to the Tenant's claims. The Tenant bears the burden of proving his claim and I find that the Tenant has failed to prove his claim.

Further, the Landlord, while only speculating that the guest is "R", provided affirmed testimony regarding R's behaviour. The behaviour described by the Landlord resulting in police involvement on numerous occasions. I find that R's behaviour as described by the Landlord supports a finding that the Landlord was acting reasonably in restricted R's access to the rental unit.

In consideration of the evidence before me, the affirmed testimony of the parties, the Act, and on a balance of probabilities, I dismiss the Tenant's claim for an Order pursuant to section 30.

The Landlord agreed that the Tenant may reduce his next month's rent by \$200.00 pursuant to section 65(1). The Landlord is cautioned that he is prohibited from restricting an essential service or facility, such as hydro, pursuant to section 27(1) and that such behaviour may be considered an offence pursuant to section 95.

The Landlord also agreed to provide the Tenant the wifi access code provided that the Tenant paid the \$4.00 per month fee. These agreements are recorded in this my decision pursuant to section 33 of the Act.

All other claims made by the Tenant are dismissed.

Conclusion

The parties agreed that the Tenant be permitted to reduce his next month's rent by \$200.00 for spoiled food due to the Landlord shutting off his hydro. The Landlord also agreed to provide the Tenant the internet wifi code. All other claims made by the Tenant are dismissed.

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 30, 2015

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Residential Tenancy Branch

