



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LYNNHAVEN SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: *MNDC, RP, PSF, LRE*

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for compensation in the amount of \$620.00 for the loss of services and for an order directing the landlord to carry out repairs and provide facilities. The tenant also applied for an order restricting the landlord's right to enter the rental unit.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. Neither party filed documentary evidence.

Issues to be decided

Was the landlord negligent with regard to repairs? Did the landlord take away facilities and services that are included in the rental agreement? Did the landlord enter the rental unit without providing proper notice?

Background and Evidence

The tenancy started in July 2014. The accommodation is subsidised housing and is allotted and rented based on a tenant's income and family size. The tenant's portion of the rent is \$375.00 due on the first of each month. The rental unit consists of a self-contained furnished bachelor suite. The units in the four storey building were brand new at the start of tenancy. Each tenant is provided with a flat screen television, a bathroom, laundry and kitchen. The landlord also provided cable at no cost to the tenant for the first year.

The tenant stated that he spends a lot of time in the common room watching television. Shortly after the tenancy started, the tenant found that the television was disabled and reported it verbally to the landlord.

The landlord stated that she was not aware that the television was disabled prior to the tenant's complaint. She stated that there are two suites in close proximity of the common room and she had received noise complaints from the occupants of these units. The landlord stated that she believes that the television was disabled by one of the occupants of the suites near the common room.

The tenant stated that the washroom that is located in the common room is now locked and unavailable for use. The landlord stated that the supplies constantly went missing from the washroom and therefore she was forced to keep it locked. The landlord stated that when a tenant books the common room, the washroom is made available for the tenant and the tenant's guests.

Neither party filed a copy of the tenancy agreement. The landlord read out a term in the agreement regarding the common room. The term simply states that the common room is for the use of all tenants. It does not specifically mention the availability of a television or a washroom for common use.

The tenant complained that the landlord requests to visit his unit once a month. The tenant agreed that the landlord provides him with adequate notice. However the tenant stated that since he is disabled, he is unable to keep the unit clean without the help of a support worker and therefore he needs the time to have the support worker visit him prior to the landlord's inspection. I explained to the tenant that he may inform the landlord about his availability if the time/date proposed by the landlord does not suit him.

The tenant also stated that the landlord has taken away stoppers for the sinks in his washroom and kitchen. Both parties agreed that this happened after there was an overflow incident in the rental unit. I informed the landlord that the stoppers must be returned to the tenant and if there are any further overflows, the tenant will be responsible for the repair. The landlord agreed to return the stoppers to the tenant.

Analysis

Based on the testimony of both parties, I find that there is no provision in the tenancy agreement that requires the landlord to provide a television and a washroom in the common room. I find that the landlord initially provided these facilities as a gratuitous gesture, but was forced to discontinue the service due to noise complaints and theft of supplies. I further find that the landlord has fulfilled her obligation by providing these facilities inside the rental unit.

Based on the testimony of both parties, I also find that the tenant has not proven that the landlord failed to meet her obligations under the *Act* with regard to providing services and facilities that are essential to the tenant's use of the rental unit as living accommodation. Therefore I find that the landlord has met her obligations under the *Act*, and accordingly I find that the tenant is not entitled to compensation.

Regarding the landlord's right to enter the rental unit, Section 29 (1) of the *Residential Tenancy Act* states that 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.

Section 29(2) states that a landlord may inspect a rental unit monthly in accordance with subsection (1)(b)

Based on the testimony of both parties, I find that by providing proper notice and by inspecting the unit not more than once a month, the landlord is compliant with the *Act* and therefore I dismiss the tenant's application to place restrictions on the landlord's right to enter the rental unit.

Conclusion

The tenant's application is dismissed in its entirety.

The landlord must return the sink stoppers to the tenant within 15 days of receipt of this decision.

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: December 04, 2015

Residential Tenancy Branch

