



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes erp, ff, o, olc, rp

Introduction

The tenants apply for repairs to the premises and for an order that the landlord respect their privacy and not harass them. They allege they are not being provided quiet enjoyment of the premises.

All parties attended the hearing and provided testimony. Written and photographic evidence was also tendered, and is considered in this decision.

Issue(s) to be Decided

Are the tenants entitled to an order for emergency repairs?
Are the tenants entitled to an order for other (non-emergency) repairs?
Have the tenants been harassed by the landlord?
Has the tenants' quiet enjoyment been breached?

Background and Evidence

This tenancy began July 1, 2013. Monthly rent is \$850.00 plus \$30.00 for cable. A security deposit of \$425.00 was paid.

The tenants' evidence, in essence is as follows:

There are emergency repairs needed to both the front door (which has a cracked frame) and rear door (which is missing a lock plate). There are also repairs required to the oven (which is missing a door handle and drawer handle), to the master bedroom light (which does not turn on), to the air conditioning unit (which is noisy), to the front yard (where water pools after it has rained), and to the fridge (which doesn't stay cold).

The landlord has breached the privacy of the tenants by informing or involving other tenants in business about this tenancy that should be only between them, and not any other tenants. The landlord fails to prohibit other tenants from sitting near the tenants unit, and smoking in a no smoking area.

The landlord's evidence, in essence is as follows:

The landlord has already attended to a proper repair of both the front and rear doors. Any current damage is attributable to the tenants damage, not to any failure by the landlord. The oven was brand new at the start of the tenancy, and had the necessary handles. Any current damage to the oven is attributable to the tenants damage, not to any failure by the landlord. The landlord has been provided no notice

of a problem with the bedroom light or the fridge, on the contrary the female tenant stated she liked the fridge. The Air Conditioner was new at the start of the tenancy, and when inspected it was found that there was far too much stuff around it. Air conditioners tend to be noisy. Water does pool in the front when rain is heavy, but this is not a problem that requires any repair. The female tenant smokes herself, and should not be bothered by others smoking. The chairs in question have been situated where they are for years, without complaint. Other tenants are involved with the business of the tenants, because these tenants are always yelling, screaming and disrupting the other tenants. The owner has asked the tenants to leave, but that request is not a harassment.

Analysis

I accept the landlord's submissions that any damage to the doors, to the oven and to the air conditioning unit are not the responsibility of the landlord. The doors were already repaired, and the oven and air conditioning unit were new when the tenancy began. I therefore decline to make any order for repair to these items.

The landlord must inspect the master bedroom light and the fridge, and if repair is required, the landlord must provide such repair in a timely way to ensure that these facilities are functioning properly.

The tenants have not proven that the landlord has harassed them. I accept that the conduct of the tenants themselves has resulted in complaints by other tenants, and it was the landlord's responsibility to follow up with those complaints. Based upon the photographs of the landlord, it appears that at least one tenant has smoked in a no smoking area, but given that the female tenant also smokes, it is not established that this has resulted in any loss of quiet enjoyment. No further order is mandated.

Conclusion

The landlord must inspect the master bedroom light and the fridge, and if repair is required, the landlord must provide such repair in a timely way to ensure that these facilities are functioning properly. The balance of the claim is dismissed, including the claim to recover the tenants' filing fee..

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: June 09, 2016

Residential Tenancy Branch