



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, OLC, ERP, LRE, RR

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 46;
2. An Order for the Landlord’s compliance - Section 62;
3. An Order for emergency repairs - Section 32;
4. An Order setting conditions on the Landlord’s right of entry - Section 70; and
5. An Order for a rent reduction.

The Tenant sent the application for dispute resolution and notice of hearing to the Landlord by registered mail to the Landlord’s address as set out by the Landlord in the 10 day notice for unpaid rent noted below. Based on this evidence I find that the Landlord was served in accordance with Section 89 of the Act. The Landlord did not attend the hearing. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Tenant entitled to a cancellation of the notice to end tenancy?

Is the Tenant entitled to an order for the Landlord’s compliance?

Is the Landlord required to make emergency or other repairs?

Is the Tenant entitled to conditions being set on the Landlord’s right of entry to the unit?

Is the Tenant entitled to a rent reduction?

### Background and Evidence

The tenancy started on April 6, 2016. The rent was to be \$562.00 payable on the first day of each month. At the onset of the tenancy however the door to the oven was broken so the Landlord discounted the rent by \$50.00. The glass on the oven door was broken by the Landlord when installing the oven and is missing. The Tenant did not agree to this amount as the Tenant is disabled, uses a wheelchair and cannot stand to cook food on the elements. Further the Tenant has to purchase different food due to

not being able to use of the oven. The oven has not been repaired to date. The Tenant claims a deduction of \$100.00 until the repair is made.

The Tenant states that she found a 10 day notice for unpaid rent on her back door but cannot recall the date. It is noted that the Tenant made its application on June 10, 2016. The Tenant states that due to actions of the Landlord the rent cheque paid directly to the Landlord from a ministry was not sent in time for June 2016 rent. The Tenant states that this cheque has since been sent to the Landlord.

The Tenant states that the Landlord has been coming into the unit through the back door without the Tenant's permission and without any notice. The Tenant claims a change of locks for the back door and an order stopping the Landlord from such entry.

The Tenant states that the washing machine was not working and was not repaired for a period of time and the Tenant claims the costs and compensation for the inconvenience of using a public laundry.

### Analysis

Where a notice to end tenancy comes under dispute, the landlord has the burden to prove, on a balance of probabilities, that the tenancy should end for the reason or reasons indicated on the Notice. Based on the undisputed evidence that the rent for June 2016 has been paid I find that the Notice is not valid and that the Tenant is entitled to its cancellation. The tenancy continues.

Section 65 of the Act provides that a tenant may have past or future rent reduced by an amount that is equivalent to a reduction in the value of a tenancy agreement. Based on the undisputed evidence of the Tenant I find that the rent included the provision of a stove and oven. Considering the persuasive evidence of the Tenant's need of the stove given the Tenant's disability, I find that the discount of \$50.00 is insufficient. I therefore order the Tenant to reduce the rent by **\$100.00** if the Landlord has not replaced the stove door before July 24, 2016. I order the reduction to start August 1, 2016 and to continue thereafter for each month that the Landlord has not repaired the stove door by the 24<sup>th</sup> day of the preceding month. To make it clear, if the Landlord has not repaired the door by July 24, 2016 the Tenant is to reduce August 2016 rent by \$100.00. If the Landlord has not repaired the door by August 24, 2016 the Tenant is to reduce September 2016 rent by \$100.00, etc.

Section 32 of the Act provides that a landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law, and having regard to the age, character and location

of the rental unit, makes it suitable for occupation by a tenant. Section 7 of the Act provides that where a landlord does not comply with the Act, regulation or tenancy agreement, the landlord must compensate the tenant for damage or loss that results. As the Tenant did not make any claim for compensation in the application for dispute resolution, I find that the Tenant may not have the claim for monetary compensation in relation to the washing machine considered and I dismiss it with leave to reapply. I note that the Tenant did not address the presence of insects in the unit as set out in the Tenant's materials. It may be that the Tenant forgot this item during the hearing or that the Landlord has taken steps to resolve this matter. If this matter has not been resolved the Tenant has leave to reapply for repairs to remove the bugs and compensation for the presence of the bugs since their appearance.

Section 29 of the Act provides 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 that includes the following information:
    - (i) the purpose for entering, which must be reasonable;
    - (ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees;
  - (c) the landlord provides housekeeping or related services under the terms of a written tenancy agreement and the entry is for that purpose and in accordance with those terms;
  - (d) the landlord has an order of the director authorizing the entry;
  - (e) the tenant has abandoned the rental unit;
  - (f) an emergency exists and the entry is necessary to protect life or property.
- (2) A landlord may inspect a rental unit monthly in accordance with subsection (1) (b).

Based on the undisputed evidence that the Landlord is entering the unit through the back door, I order the Landlord to provide the Tenant with written notice of entry as required under the Act. Should the Landlord enter the unit again without the required written notice I give the Tenant leave to reapply for compensation and a change of locks. I decline to consider a change of locks at this time as it would be important for the Landlord to have a key to the unit for emergencies in the circumstances of a disability however this may be revisited if the Landlord fails to comply.

Conclusion

The Notice is cancelled and is of no effect.

The Tenant is entitled to a rent reduction of \$100.00 per month starting August 2016 and to continue until the oven is repaired.

I order the Landlord to provide written notice for any entry into the Tenant's unit.

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: July 18, 2016

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Residential Tenancy Branch