



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNDC OLC RP LRE O

Introduction

This hearing was convened to hear matters pertaining to an Application for Dispute Resolution filed by the Tenant on May 30, 2016. The Tenant filed seeking: a monetary order; and order to have the Landlord comply with the *Act*, Regulation, or tenancy agreement; to have the Landlord conduct repairs to the unit site, or property; suspend or set conditions on the Landlord's right to enter the rental unit; and for other reasons.

The hearing was conducted via teleconference and was attended by two agents for the corporate Landlord and the Tenant. The application listed one corporate Landlord as the respondent; therefore, for the remainder of this decision, terms or references to the Landlord importing the plural shall include the singular and vice versa, except where the context indicates otherwise

Each person gave affirmed testimony. I explained how the hearing would proceed and the expectations for conduct during the hearing in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however, each declined and acknowledged that they understood how the conference would proceed.

Section 59(2) of the *Act* stipulates that an application for dispute resolution must be in the applicable approved form; include full particulars of the dispute that is to be the subject of the dispute resolution proceedings; and be accompanied by the fee prescribed in the regulations.

Section 59(5)(c) provides that the director may refuse to accept an application for dispute resolution if the application does not comply with subsection (2).

Upon review of the Tenant's application there was were no specifics provided regarding the amount of his monetary claim or what that monetary claim was being claimed for. Accordingly, I declined to hear the monetary claim pursuant to section 59(5)(c) of the *Act*; as the monetary claim did not include full particulars in order for the Landlord to be able to prepare a response.

The Landlord confirmed receipt of the Tenant's evidence submissions and no issues regarding service or receipt were raised. As such, I accepted the Tenant's submissions as evidence for these proceedings. The Landlords confirmed they did not submit evidence in response to the Tenant's application.

Both parties were provided with the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Following is a summary of those submissions and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

Has the Tenant proven the merits of his application?

Background and Evidence

The Tenant entered into a written month to month tenancy agreement which began in November 2009. Rent began at \$599.00 per month and was subsequently increased to \$655.00 per month and is payable on or before the first of each month. On August 20, 2009 the Tenant paid \$299.50 as the security deposit.

The Tenant testified he had experienced problems with having no heat since approximately December 20, 2015. He stated he did not report the problem to the building manager until he paid his January rent on or around December 31, 2015. The Tenant asserted he attempted to heat his apartment by leaving the stove turned on which caused an increase in his hydro bill. He confirmed he did not put his request for heating repairs in writing.

The Tenant submitted there was no hot water in their building for the last 10 days in May 2016. He asserted that when he brings his requests to the male building manager he argues with him and accuses him of using too much hot water for his family. The Tenant stated that when he filed his application for dispute resolution the Residential Tenancy Branch (RTB) called the Landlord and the hot water was repaired the same day. The Tenant confirmed the hot water is working fine now.

The Tenant asserted that he had been given verbal permission from the previous manager to install a washing machine inside his apartment. He stated that after the male building manager conducted an inspection on his apartment he received a notice to remove the washing machine. He stated that when he received that notice he obeyed and removed the washing machine. He questioned why the new male building manager does not respond or obey the *Act*. He asserted the new manager is trying to make them leave so they can charge higher rents.

The Tenant argued the Landlords are not properly maintaining the washers and dryers provided inside the building. He argued there were 134 units in the building with 11 laundry machine and 4 of those machines are broken. When they complained the manager told the Tenant's wife to go to the building next door and use their machines.

The Landlords testified there are two apartment buildings on the same lot and both buildings are managed by them. They stated the male building manager has been employed with them for 14 months and the junior manager. The female manager who manages the other building assists the junior manager in the day to day business and repair requests.

The Landlords confirmed there was a hot water issue in May 2016 when they experienced problems with the boiler. They asserted they had already called the plumbers who were investigating the issue at the time they received the call from the RTB. They noted there should be a record of the telephone conversation on file with the RTB. They asserted the hot water was never turned off; however, it was lukewarm at times during the repair period.

The Landlords argued they are constantly servicing the laundry machines in both buildings. They stated they had knowledge that the Tenant's wife spent a lot of time visiting her family in the other building so they suggested she could use the machines there if they were available during her visits there.

The Landlords asserted this claim was the result of the Tenant being upset that he had to remove the washing machine from his rental unit. The Landlords testified that during their recent inspections they found 9 rental units that had washing machines. They stated they issued notices to remove the washing machines to all units on May 25, 2016 and the Tenant filed his application for Dispute Resolution 5 days later.

Analysis

After careful consideration of the foregoing, documentary evidence, and on a balance of probabilities I find as follows:

Section 28 of the *Act* states that a tenant is entitled to quiet enjoyment including, but not limited to, rights to reasonable privacy; freedom from unreasonable disturbance; exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit in accordance with the *Act*; use of common areas for reasonable and lawful purposes, free from significant interference.

Section 29 of the *Act* stipulates 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.

Section 62(3) of the *Act* stipulates that the director may make any order necessary to give effect to the rights, obligations and prohibitions under this *Act*, including an order that a landlord or tenant comply with this *Act*, the regulations or a tenancy agreement and an order that this *Act* applies.

Overall I find the Tenant submitted insufficient evidence to prove the merits of his application. If the Tenant's rental unit is in need of maintenance or repairs he is required to give the Landlord written notice of the required issue and must allow the Landlord a reasonable amount of time to conduct the required repairs. Then in the event the repair or issue is not attended to in a timely manner he could submit copies of his written repair requests as evidence in support of any future application. Accordingly, I dismiss the Tenant's application in its entirety.

I have copied sections 28 and 29 above for the benefit of both parties. As explained at the conclusion of the hearing, both the Landlord and the Tenant must comply with the requirements of the full *Act*.

Conclusion

The Tenant was not successful with his application and it was dismissed in its entirety.

This decision is final, legally binding, and 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 04, 2016

Residential Tenancy Branch