



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, CNR, MNR, MNDC, MNSD, ERP, LRE, RR, O

Introduction

This matter dealt with an application by the Tenants to dispute a rent increase, to cancel a Notice to End Tenancy for unpaid rent, for compensation for emergency repairs, for loss or damage under the Act, regulations or tenancy agreement, for emergency repairs for health and safety reasons, to restrict the Landlord's right of entry to the rental unit, for a rent reduction and for other considerations.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the "hearing package") by personal delivery on July 30, 2016. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded in the absences of the Landlord.

Issues(s) to be Decided

1. Does the Landlord's rent increase comply with the Act?
2. Are the Tenants entitled to an Order to cancel the Notice to End Tenancy?
3. Are the Tenants entitled to compensation for emergency repairs?
4. Are the Tenants entitled to compensation for loss or damage?
5. Are the Tenants entitled to the return of their security deposit?
6. Are there emergency repairs to be done to the rental unit?
7. Are the Tenants entitled to an order to restrict the Landlord's right of entry to the rental unit?
8. Are the Tenants entitled to a rent reduction?
9. What other considerations are there?

Background and Evidence

The Tenants' said this tenancy started on September 1, 2015 as a month to month tenancy. Rent is \$700 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$350 at the start of the tenancy. The Tenants said a move in condition inspection was completed at the start of the tenancy.

The Tenants said they made this application as a response to the Landlord's 10 Day Notice to End Tenancy for unpaid rent and because of other actions of the Landlord that does not comply with the Act, regulations or tenancy agreement. The Tenants made the following statements regarding the Notice to End Tenancy for unpaid rent and the Landlord's actions in this tenancy. As the Landlord did not attend the Hearing the Tenant's affirmed testimony is undisputed:

- 1). The Tenant said the Landlord has not given a formal rent increase in writing but he increases the rent from \$700.00 to \$850.00 based on the Tenant's girlfriend staying over at the rental unit. The Tenant said the girlfriend T.B. has her own rental unit and she is only a guest on occasions. The Tenant said the Landlord is wrong by trying to increase the rent because of another occupant in the rental unit. Further the Tenant said there is nothing in the tenancy agreement about additional occupants in the rental unit.
- 2). Secondly the Tenant said they paid the rent in full for July, 2016 and the Tenant submitted a rent receipt for \$700.00 which the Tenant said is the correct rent amount. Therefore the Tenant said the 10 Day Notice for unpaid rent has been satisfied and is no longer valid.
- 3). The Tenant continued to say the stove in their unit did not work for 3 months and then the Landlord replaced the stove. The Tenants said they are requesting \$50.00 per month for not having a stove that worked correctly. The Tenant said they did not spend any of their money to replace or repair the stove but they were inconvenienced and had additional costs because the stove did not work.
- 4). Further the Tenants said he did work for the Landlord around the rental complex when the Landlord was unable to cut the grass and do other small jobs. The Tenant said he should be compensated for this and he is requesting \$850.00 for the work that he has done for the Landlord. The Tenant said the \$150.00 for the loss of the stove in point number 3 and the labour in the amount of \$850.00 he has done for the Landlord is how he arrived at their monetary claim of \$1,000.00 ($\$150.00 + \$850.00 = \$1,000.00$).
- 5). The Tenant said they have applied for the return of their security deposit but they understand the security deposit will be handled at the end of the tenancy so they are withdrawing this request in this application.
- 6). The Tenant said the stove has been replaced so they are also withdrawing their request for emergency repairs for health and safety reasons.
- 7). Further the Tenants said the Landlord is entering their unit without proper written notice so the Tenants are requesting an order to restrict the Landlord's enter without written notice to the Tenants.

8). The Tenant said their request for the rent reduction is a result of the stove not working correctly and this request is in point # 3 at \$50.00 a month for 3 months for a total of \$150.00.

9). The last part of the Tenants' application is for other considerations. The Tenants said this is for the Landlord to be a better Landlord and clean and take care of things like the mould issue in the building.

In closing the Tenants said they have a good relationship with the Landlord but when the Landlord issued the 10 Day Notice to End Tenancy for Unpaid Rent the Tenants felt they had to do something to show the Landlord he should work with them and be a better landlord.

Analysis

The Tenants have made a number of claims therefore I will deal with the claims in point form as written above:

- 1) The Landlord did not attend the hearing or provide any evidence to support the rent increase of \$150.00 from \$700.00 to \$850.00 that the Tenants are disputing. The Tenants said the additional occupant is a guest and she has her own rental unit. Further there is nothing in the tenancy agreement about additional occupants. I accept the Tenant testimony and evidence that there is no new occupant the Landlord has not complied with the Act regarding rent increases and the tenancy agreement does not have an additional occupant clause in it therefore; I order the rent to stay at \$700.00 as in the tenancy agreement.
- 2) I accept the Tenants' testimony and the July, 2016 rent receipt as full payment of the rent of \$700.00 for the month of July, 2016 therefore I cancel the 10 Day Notice to End Tenancy for unpaid rent dated July 21, 2016. As well I order the tenancy to continue as agreed in the tenancy agreement.
- 3) I accept the Tenants' testimony that the stove did not work correctly for 3 months and this was an inconvenience and added costs to their tenancy. Consequently I award the Tenants \$50.00 per month for 3 months in the amount of \$150.00. Further I order the Tenants to deduct this amount from the next rent payment they make. The rent payment is reduced from \$700.00 to \$550.00 for a one time rent payment.
- 4) The Tenant's claim for work done for the Landlord is an employment issue not a tenancy issue therefore I dismiss the Tenants claim of \$850.00 for work done for the Landlord. The Tenant can pursue other legal remedies to satisfy this claim if he chooses to.
- 5) The return of the security deposit is withdrawn from this application.
- 6) The Tenants claim for emergency repairs is withdrawn from this application as the stove has been replaced.
- 7) I accept the Tenants' testimony and evidence that the Landlord has entered the rental unit with improper notice. Consequently I order the Landlord to give the

Tenants proper written notice prior to entering the Tenants' rental unit. The Landlord may refer to the Act for information about entering the Tenants' rental unit. If the Landlord does not comply with this Order the Tenants are at leave to apply for compensation from the Landlord for loss of quiet enjoyment their rental unit.

- 8) The rent reduction for the stove issue has been dealt with so I dismiss the Tenants' request for a rent reduction of \$50.00 per month for 3 months in the amount of \$150.00 for the stove not working correctly.
- 9) With regard to the Tenants request for the Landlord to be a better Landlord I Order the Landlord to refer to the Act, regulations and tenancy agreement to understand his responsibilities as a landlord.

Conclusion

I order the 10 Day Notice to End Tenancy for unpaid Rent dated July 21, 2016 is cancelled and the tenancy is ordered to continue as set out in the tenancy agreement.

The next rent payment by the Tenants is adjusted to \$550.00 so that the Tenants are compensated for the stove not working correctly for 3 months. This is a onetime reduction of the rent from \$700.00.

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: September 14, 2016

Residential Tenancy Branch

