



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPT RR LAT O FF

### Introduction

This hearing dealt with an application by the tenant for the following orders:

- An order of possession of the rental unit;
- An order authorizing the tenant to change the locks to the rental unit; and
- An order allowing the tenant to reduce the rent for repairs, services or facilities agreed upon but not provided.

The tenant had also requested that administrative penalties and/or fines be levied against the landlord. I advised the tenant that I did not have the authority to levy administrative penalties or fines.

The tenant also requested recovery of the filing fee for this application from the landlord.

Both parties attended the hearing and had an opportunity to be heard.

At the outset of the hearing the tenant advised that he was no longer seeking an order of possession of the rental unit.

### Issue(s) to be Decided

Is the tenant entitled to an order authorizing him to change the locks?  
Is the tenant entitled to an order for a reduction in rent?

### Background and Evidence

This tenancy began on May 1, 2016. The rent is \$750 per month. The tenant paid a security deposit of \$375 at the start of the tenancy. The rental unit is a furnished two bedroom suite.

This tenancy has been acrimonious almost from the outset. Much of this was caused by the confusion over whether the tenant was going to be occupying Unit B1 or B6 in the residential property. Following the confusion over which unit the tenant was supposed to be occupying, the relationship between the parties has been marked by conflict and confrontations. It is unnecessary to detail all of these exchanges. On at least one occasion the police had to be called to address the problems between the parties. It is clear that both parties are extremely stressed by this tenancy relationship.

Evidence relating to request for order allowing locks to be changed - The tenant testified that on May 31, 2016 the female landlord entered his unit without notice and took some money off his dresser. The tenant submitted a video in support of this allegation. The video only shows the female landlord entering the unit with a garbage can then briefly going out of frame and then picking up the garbage can and leaving the unit. The video does not show any money being taken. The video is only seconds long.

For her part, the landlord testified that she had entered the unit without notice because the tenant had been asking for a new garbage can. She testified that she did not take any money and that after she went in the unit to deliver the garbage can she realized that she should not have gone in without notice so she took the can and left. The female landlord testified that her relationship with most of her tenants is more casual and that usually notice has not been required. The landlord did say she was sorry about having gone into the unit without notice on this occasion

Both parties agreed that since that time the landlord has not entered the tenant's unit.

Evidence relating to request for rent reduction – The tenant testified that his satellite TV service has not been working since the beginning of August. The tenant pointed out that the tenancy agreement includes television and that the landlord's own advertisement for the units states that the satellite TV included in the rent is worth \$90 plus taxes per month. The tenant testified that the landlord "maliciously" turned off his satellite TV connection. The tenant claims to have made verbal requests to the landlord to have his satellite service reconnected. The tenant did not make any written requests to the landlord to have the satellite service restored.

The landlord testified that there are a total of 10 units in the residential property and that they are served by five satellite dishes. The landlord testified that it is impossible for them to turn off one unit's satellite connection. The landlord testified that when a satellite connection goes down they do not know about it unless a tenant informs them and that when told of it, the landlord goes into the units and reboots the connection.

The landlord testified that the tenant never told them about the loss of his TV service and that the first they heard of it was when they received the tenant's application for dispute resolution. The male landlord testified that he would restore the tenant's satellite service if the tenant granted access for that purpose.

The tenant replied to the landlord's testimony by repeatedly calling them "pathological liars" and referring me to Exhibit "F" of his Affidavit wherein he believes the dishonest nature of the landlords is borne out – in effect showing their 'character'.

Over the course of the hearing, the tenant's behaviour became more and more difficult. I cautioned the tenant about making general comments about the character of the landlords. I even had to raise my voice loudly at one point in an attempt to get him to stop talking so that I could explain to him the burden of proof. My main difficulty was trying to keep the tenant focused on evidence that was relevant to the issues before me.

### Analysis

Order Allowing Change of Locks – I advised the parties during the hearing that I did not believe that the one entry without notice by the landlord on May 31, 2016 justified an order that the tenant could change the locks to the rental unit. The tenant acknowledged that the landlord had not entered his unit since then. As a result, the tenant's request for an order allowing him to change the locks to the rental unit is dismissed.

Rent Reduction for Loss of Satellite Service – The tenant has requested a retroactive rent reduction for the months of August, September, October and November in the amount of \$100.80 per month and the same reduction going forward until the satellite connection is restored. The landlord disputed this request saying that they were never told that his service was down. The tenant testified that he told the landlord that his service wasn't working but he acknowledged that he had not sent a written notification to the landlord to this effect. Given that the testimony of both parties is in direct contradiction on this point and given that it is the tenant who bears the burden of proof, I find that the tenant has not established this claim. If the tenant had sent a written request to the landlords and they had not responded to that request, the outcome here would be different because the tenancy agreement clearly states that television is included in the rent.

I note that now that the landlord is aware of the tenant's satellite problem, a date should be set for the landlord to enter the tenant's unit to restore the service.

Conclusion

The tenant's application is dismissed.

I further dismiss the tenant's request to recover the filing fee for this application from the landlord.

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: November 15, 2016

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Residential Tenancy Branch