



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0983481 BC Ltd  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes MNDC, OLC, O

### Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; and for an order that the landlord comply with the *Act*, regulation or tenancy agreement.

The tenant and an agent for the landlord attended the hearing and each gave affirmed testimony. The parties were also given the opportunity to question each other.

During the course of the hearing the landlord advised that evidence provided for this hearing by the landlord was not provided to the tenant. Any evidence that a party wishes to rely on must be provided to the other party in accordance with the Rules of Procedure. By considering the landlord's evidence, the tenant would be prejudiced, and none of the landlord's evidence is considered in this Decision.

### Issue(s) to be Decided

- Has the tenant established a monetary claim as against the landlord for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and more specifically for the cost of a fire extinguisher?
- Has the tenant established that the landlord should be ordered to comply with the *Act*, regulation or tenancy agreement, and more specifically by giving notices to inspect the rental unit?

### Background and Evidence

**The tenant** testified that this month-to-month tenancy began in April, 2005 and the tenant still resides in the rental unit. Rent in the amount of \$832.66 per month is currently payable on the 1<sup>st</sup> day of each month and there are no rental arrears. A copy of the tenancy agreement has not been provided, however the landlord holds a security deposit in trust. The rental unit is an apartment in a complex containing 21 suites.

The tenant further testified that he received a notice from the landlord stating that the tenant had to purchase a fire extinguisher. The first notice was received on December 28, 2016 and another was taped to the door of the rental unit on January 12, 2017. Copies have been provided. The notices state that effective immediately the landlord is imposing a by-law requiring a fire extinguisher but the City staff told the tenant that the landlord had no right to impose a by-law or any right to ask tenants to pay for such an item. The tenant complied and purchased a fire extinguisher for fear of eviction, and has provided a receipt for \$39.36 dated January 17, 2017, for which the tenant claims compensation from the landlord.

The tenant also seeks an order that the landlord provide proper notice to inspect the rental unit, and testified that an agent of the landlord told the tenant that even if notice to inspect was taped to the door of the rental unit, no more than 24 hours notice was required.

**The landlord's agent** testified that there had been a small fire in the complex from a stove, and the fire department attended immediately. No one was evacuated, however the fire department referred the landlord's agent to the City who said that if the landlord only owns one apartment building, the landlord could set a by-law. The new owner of the complex took over 2 years ago, and the fire extinguisher by-law is not contained in the tenancy agreement, but tenants were given plenty of notice.

### Analysis

There is no provision in the *Residential Tenancy Act* for a landlord to impose by-laws, nor is there any evidence that the landlord was told that if the landlord only owns one apartment building, the landlord can unilaterally impose a by-law. No one has provided a copy of the tenancy agreement, but the landlord's agent testified that it contains no such provision either.

The tenant testified that he purchased a fire extinguisher out of fear of eviction, having been given notices by the landlord. I accept that, and I find that the landlord has caused the tenant to incur costs not contemplated by the tenancy agreement. I find that the tenant has established the claim of \$39.36. I hereby grant a monetary order in favour of the tenant in that amount, and I order that the tenant be permitted to reduce rent for a future month by that amount or may otherwise recover it.

The tenant testified that an agent of the landlord told the tenant that 24 hours notice to inspect is all that is required regardless of how that notice is served. I offer the following from the *Residential Tenancy Act*, and order the landlord to comply:

- 29** (1) 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).

The *Act* also specifies that documents served by posting them to the door or other conspicuous place are deemed to have been served 3 days later.

#### **When documents are considered to have been received**

- 90** A document given or served in accordance with section 88 [*how to give or serve documents generally*] or 89 [*special rules for certain documents*] is deemed to be received as follows:
- (a) if given or served by mail, on the 5th day after it is mailed;
  - (b) if given or served by fax, on the 3rd day after it is faxed;
  - (c) if given or served by attaching a copy of the document to a door or other place, on the 3rd day after it is attached;
  - (d) if given or served by leaving a copy of the document in a mail box or mail slot, on the 3rd day after it is left.

Therefore, notices posted in a conspicuous place require 3 days for service and no less than 24 hours notice to inspect.

#### **Conclusion**

For the reasons set out above, I hereby grant a monetary order in favour of the tenant as against the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the

amount of \$39.36, and I order that the tenant be permitted to reduce rent for a future month by that amount or may otherwise recover it.

I order the landlord to comply with Section 29 of the *Residential Tenancy Act* as set out above.

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: March 29, 2017

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Residential Tenancy Branch