



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute codes MNDC AAT RR FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order to allow access to or from the rental unit or site for the tenant or the tenant's guests pursuant to section 70;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- authorization to recover the filing fee for this application pursuant to section 72.

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to provide affirmed testimony, to present evidence and to make submissions.

Issues

Did the landlord fail to comply with a previous order? If yes, is the tenant entitled to any compensation?

Background and Evidence

The tenants have been residing in the rental unit as occupants since December 1, 2014. The parties entered into an agreement as tenants effective March 1, 2016 which stipulates a current monthly rent of \$900.00 payable on the 1st day of each month.

In a previous decision dated March 29, 2017, the following findings and orders were made by the Arbitrator:

1. The tenants are permitted to have an additional occupant in the rental unit as the tenants have obtained permission from the landlord as per clause 13 of the agreement. I order the landlord to provide an access key to the rental unit for this additional occupant.
2. I find the tenancy agreement does not stipulate an amount of rent increase per additional occupant therefore the rent continues at \$900.00 per month until it is increased in accordance with the Act.

3. The terms of the original tenancy agreement do not change with the addition of another occupant and the tenancy continues on a month to month basis until it is ended in accordance with the Act.

The tenants are claiming the landlord has not complied with the above order and has refused to provide an additional key to the tenants. The landlord continues to request an increase in the rent for the additional occupant. The two adult tenants and one additional occupant have only two keys to share between them. The tenants are unable to make an extra copy as a special tool is required to duplicate this particular key.

The tenants are claiming loss of quiet enjoyment and a rent reduction for the inconvenience caused by the landlord failure to comply with the previous order. The tenants claim they have been locked out of the rental unit on a number of occasions and resort to having to throw rocks up at the windows to be let into the building. The tenants are also requesting compensation for the time spent on dealing with this matter. The tenants are claiming an amount of \$900.00 in compensation for the above plus a 50% reduction in future rent until such time that a third key is provided.

The landlord submits the tenants entered into a tenancy agreement on March 1, 2016 and that clause 6 of the agreement clearly states that an additional \$75.00 per month would be added to the rent for each additional occupant. The landlord submits that this applies to all residents and due to security concerns the landlord does not just hand out keys "willy-nilly". The landlord submits that clause 6 in the tenancy agreement has been altered in the copy provided by the tenants in the previous hearing and submits their own copy of the original in which it is not altered.

Analysis

Pursuant to section 65(1)(f) of the Act, if the director finds that a landlord has not complied with the Act, the regulations or the tenancy agreement, the director may issue an order to reduce past or future rent by an amount equivalent to a reduction in the value of a tenancy agreement.

I find the landlord has failed to comply with the orders as per the March 29, 2017 decision. The landlord continues to refuse to provide an additional key even after being ordered to do so and continues to attempt to impose a rent increase for the additional occupant. The decision issued on March 29, 2017 is final and binding. The landlord did not attend the previous hearing in which it could have provided evidence and argument in dispute of the tenant's application. Nor did the landlord file a review reconsideration request for the previous decision. The landlord cannot now present argument and evidence in dispute of the original decision and orders.

As such, I find it is appropriate to allow the tenants claim for compensation in the form of a past and future rent reduction. The tenants claim for \$900.00 for failure to comply with the order and a future rent reduction of 50% is not supported by the evidence. I find the inconvenience of not

having a third key and the time spent to deal with this matter does not merit an award of this magnitude. Aside from this inconvenience the tenants and the additional occupant have otherwise enjoyed the use of the rental unit which is valued at \$900.00 per month.

Rather, I find the tenants are entitled to the nominal amount of \$50.00 per month in reduction of past rent which has already been paid for the months of April and May 2017 as the landlord has failed to comply with the March 29, 2017 order. **The tenant may reduce a future rent payment in the amount of \$100.00.**

The tenants are further permitted to reduce future rent in the amount of \$100.00 per month beginning on June 1, 2017 until such time that the landlord complies with the order and provides an additional key to the tenants. Once the landlord complies with the order, the \$100.00 future rent reduction is no longer applicable effective the next monthly rent due date.

Conclusion

The landlord is ordered to comply with the findings and orders of the March 29, 2017 decision.

The tenants are entitled to a one time past rent reduction from a future rent payment in the amount of **\$100.00**.

In addition, effective **June 1, 2017**, the tenants are permitted to reduce future monthly rent in the amount of **\$100.00 per month** until such time that the landlord complies with the order and provides an additional key to the tenants.

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: May 10, 2017

Residential Tenancy Branch