



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, LRE, OLC, PSF, RP, RR, FF

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution filed January 3, 2017 wherein she sought the following orders:

1. an Order disputing a rent increase;
2. an Order restricting the Landlord's right to enter the rental unit;
3. an Order that the Landlord:
 - a. comply with the *Residential Tenancy Act*, the *Residential Tenancy Regulation*, or the tenancy agreement;
 - b. make repairs to the rental unit; and,
 - c. provide services or facilities required by law;
4. an Order permitting the Tenant to deduct the cost of repairs, services or facilities from the rent; and,
5. recovery of the filing fee.

Preliminary Matter

The Tenant personally named the onsite manager, G.B., as Landlord on her Application for Dispute Resolution. The Landlord as named on the Residential Tenancy Agreement is O.A. G.B. confirmed he is employed by O.A. and appeared as their agent.

Pursuant to section 64(3)(c) of the *Residential Tenancy Act* I amend the Tenant's Application to accurately name the Landlord.

The hearing originally occurred on January 26, 2017 and was adjourned to March 27, 2017. By interim Decision dated March 27, 2017, I ordered that the parties provide written submissions relating to the following claims made by the Tenant:

1. The Tenant's request that the Landlord's right to enter the rental unit be restricted pursuant to section 29 of the *Residential Tenancy Act*.
2. The Tenant's request that the Landlord provide information relating to the asbestos removal on approximately October 12, 2016 including but not limited to any Hazardous Material Reports relating to the rental building.
3. The Tenant's request for information relating to the air duct/ventilation inspections and cleaning.
4. The Tenant's request that outdoor security lights be operational.
5. The Tenant's request that the bannister in the common area be repaired.
6. The Tenant's request that the laundry room and common areas be regularly cleaned, with a posted cleaning schedule as well as removal of lumber from the laundry room.
7. The Tenant's request for removal of the Landlord's appliances from the Tenant's locker storage area.
8. The Tenant's request for compensation for the \$50.00 per month she has been charged for a locker rental which she claims is part of her tenancy agreement.
9. The Tenants' request that the Landlord repair the following in the rental unit:
 - a. repair or replace the shower/tub water diverter;
 - b. repaint the kitchen cabinets; and
 - c. repair the balcony.
10. The Tenant's request for a rent reduction pursuant to section 65(1) of the *Act* for the repairs noted in paragraph 9 above.
11. The Tenant's request that a maintenance company be hired to maintain the parking lot including snow removal in the winter.

12. The Tenant's request that the Landlord post an evacuation plan which complies with Fire Code Regulations including posting the names and contact information for alternate emergency contact should the building site managers be absent from the rental unit.

I confirm that I received the parties' written submissions as ordered. Any issues with those submissions will be addressed further in this my Decision.

This Decision was rendered on March 24, 2017. While the final Decision was made May 24, 2017, the Arbitrator required further review of the file contents to confirm some of the findings made prior to delivery of the Decision to the parties. As the file had been sent to the Burnaby RTB office, and the Arbitrator works out of the Victoria RTB office, the Decision was not sent to the within the 30 day deadline imposed by section 77(1)(d) of the Residential Tenancy Act. This delay had no impact on the findings made, or the Orders made.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure as well as my Interim Decision. However, not all details of the respective submissions and or arguments are reproduced here; further, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the rent increase permitted under the *Act* and the *Regulations*?
2. Should the Landlord be restricted from entering the rental unit?
3. Is the Tenant entitled to an Order that the Landlord:
 - a. comply with the *Residential Tenancy Act*, the *Residential Tenancy Regulation*, or the tenancy agreement;
 - b. make repairs to the rental unit; and,
 - c. provide services or facilities required by law?
4. Should the Tenant be permitted to deduct the cost of repairs, services or facilities from the rent?
5. Should the Tenant recover the filing fee?

Background and Evidence

Introduced in evidence was a copy of the residential tenancy agreement which indicated this one year fixed term tenancy began June 1, 2015 and was to continue on a month to month basis following the expiration of the fixed term. Monthly rent was payable in the amount of \$900.00.

The residential tenancy agreement provided that included in the rent was a “storage locker”.

The Tenant submitted written submissions dated January 11, 2017 in which she set out the basis of her claim as follows:

1) Discrimination

The Tenant alleges that she has been discriminated against as the Landlord has charged her \$50.00 for one of two lockers which were made available to her at the start of the tenancy. The Tenant writes that no other tenant has been charged an additional fee. She confirms that she has paid this additional sum, although she seeks return of these funds in the within action.

2) Discrimination- Rent

The Tenant writes that she provided a cheque for her rent on July 1, 2016 which she failed to sign. She writes that rather than contact her, the Landlord served her a 10 Day Notice to End Tenancy. The Tenant submits that she did not *pay* rent, rather she simply failed to sign her cheque.

The Tenant also disputes the \$25 NSF fee charged by the Landlord.

The Tenant alleges that the Landlord’s agent, G.B., discriminates against her as he issued the Notice, yet apparently gives “friendly reminders” to other tenants in similar situations.

3) Malicious Claim of Assault July 21, 2016

The Tenant writes that she is seeking “damages for slandering [her] reputation” as during an Arbitration the Landlord’s agent, G.B., included statements relating to an alleged “assault”.

The Tenant provided a copy of Arbitrator Maddia’s Decision rendered on September 21, 2016 wherein the Tenant was successful in her application to cancel a 1 Month Notice to End Tenancy for Cause issued July 22, 2016.

In this Decision, Arbitrator Maddia wrote that the Landlord’s agent testified as follows:

"The landlord submitted that on July 21, 2016 he received a call from a local plumbing company who informed him that they had received a call from the tenant about a water problem in her unit. He stated that went over immediately and when he arrived the tenant refused him entry and that she physically assaulted him by pushing him out of the unit into the hallway."

Arbitrator Maddia found as follows:

"In relation to the incident of July 21, 2016, while I accept that the landlord had the right to enter the rental unit pursuant to Section 29(1) as an emergency existed that was threatening the property, I find that it was reasonable for the tenant to prevent the landlord from entering until she had secured her dogs and was dressed appropriately."

4) Health/Safety

The Tenant alleges that the Landlord's agent failed to post notices of asbestos material removal on October 12, 2016.

The Tenant further writes that she made a FOI request and was able to determine that asbestos was removed from the ground floor and common areas of the rental building.

The Tenant requests an Order that the Landlord provide the Workers Compensation B.C. inspection reports and findings of the asbestos removal company, P.P., to all tenants, including those who had left in the last six months.

The Tenant also seeks an Order that the Landlord provide a copy of the Hazardous Materials Report for the 3rd floor.

5) Air Ducts/Ventilation

The Tenant writes that she has requested information on whether the duct/ventilation system has been inspected since 2015. She requests an Order that the Landlord have the system inspected and cleaned by a certified company, and asks that the results be posted for the tenants.

6) Lighting/Security

The Tenant alleges that the outdoor security lights on the building, the light on the north side entrance and fluorescent lights in two stairwells have been out of service since she moved into the building in July of 2015. She seeks an Order that the Landlord attend to replacing these lights.

7) Bannister

The Tenant writes that a metal bannister has been broken for “weeks at a time in as many as 4 places”; she further writes that the Landlord has attended to repairs by simply gluing. The Tenant seeks an Order that the Landlord have the metal bannister welded.

8) Common Areas/Laundry Room

The Tenant alleges that the cleaning of the common areas and laundry room are not being done regularly or adequately.

The Tenant seeks an Order that the Landlord post a cleaning schedule and have a “qualified cleaning group manage” the cleaning. She further requests an order that the Landlord remove lumber on the laundry room entrance floor which she submits is a tripping hazard.

9) Locker Rooms

The Tenant submits that the Landlord’s agent has stored a “filthy stove and fridge” in the locker storage area which has impacted access for the tenants. She seeks \$200.00 for loss of use.

The Tenant reiterates her request that she be reimbursed the \$50.00 additional charge for her locker space.

10) Request for Repairs to rental unit

The Tenant states that she is seeking a rent reduction on an unspecified “prorated” basis for repairs requested in September 2016, as well as a date for these repairs to be completed.

In support she also provided an email sent September 2, 2016 wherein she requested the following repairs:

1. Paint the kitchen cabinets
2. Fix the kitchen hinges
3. Repair two kitchen pull drawers
4. Repair the bathtub caulking;
5. Repair the wooden slats on the balcony;
6. Repair the balcony decking

11) Parking Lot

The Tenant alleges that a buildup of debris in the summer, and ice and snow in the winter are not being addressed adequately by the Landlord.

The Tenant seeks an Order that the landlord provide the name of the contractor hired to maintain the parking lot and provide a schedule for snow removal.

12) Fire Code Regulations

The Tenant alleges that the Evacuation Plan incorrectly notes the address of the rental unit. She further alleges that the fire equipment has not been inspected for two years.

The Tenant writes as follows:

"I am seeking the RTB provide me written verification or training to undertake such roles as the Fire Safety Director for G.B. and the Deputy of Fire safety Director for D.F."

The Tenant further seeks an Order that the Landlord provide alternate emergency contact information on the office door and lobby area.

13) By-Laws City of P.

The Tenant alleges that she has had to communicate with the municipality in which the rental unit is located on numerous occasions in which to have the Landlord's staff empty dumpsters and remove garbage and construction waste from the rental property.

14) Administration

The Tenant seeks feedback/direction from the branch in relation to pet damage deposits being returned to other tenants by personal cheque written by a person by the name of, D.F. The Tenant writes "[i]t is concerning deposits such as 'pet-deposits' of these amounts are either being used or held in someone's personal' account that is not listed as an employee".

The Tenant concludes her written submissions by requesting the following:

That the Landlord post their emergency contact numbers on the office door and the lobby adjacent to the fire safety plan box.

That the Tenant recover the \$100.00 filing fee, cost of her courier and copying provided for the September 21, 2016 hearing, the January 26, 2017 hearing, as well as compensation for wages she claims to have lost at the September 21, 2016 hearing.

The Tenant prepared and submitted a Monetary Orders Worksheet wherein she requested the following:

Filing fee	\$100.00
Lost wages	\$1,750.00
Photocopy charges for subject hearing	\$100.00
Photocopy charges for September 21, 2016 hearing	\$100.00
TOTAL	\$2,750.00

The Tenant submitted a copy of a Notice of Violation—Fire Code dated May 9, 2016, as well as a letter dated June 9, 2016 wherein the Landlord was informed that they were in violation of the Fire Code.

The Tenant also introduced a letter from her employer indicating she was unable to accept a contract from September 19-23, 2016.

Introduced in evidence was a Notice to the Tenants dated November 15, 2016 wherein the Landlord request the tenants to identify their lockers.

The Tenant also submitted several photos of the rental unit including the following:

- Photos which show security lights being burned out;
- Broken tiles at the entrance to the basement;
- A broken staircase railing;
- Dust on the common laundry room blinds;
- Construction materials on the floor of the common laundry room;
- Missing baseboards in the common laundry room;
- Rotted wood railings on the sun deck;
- Missing caulking in the bathroom;
- Photos of tree debris and snow in the parking area;
- Overflowing garbage bins
- Furniture and construction waste;

On April 3, 2016 the Tenant submitted further written submissions wherein she clarified the following requests:

1. She seeks clarification as to who manages the rental building.
2. She requests an order that the Landlord provide all Asbestos and Hazardous material reports, including the 3rd floor and deliver this information to all residents who moved away in the six months preceding her January 3, 2017 Application for Dispute Resolution.
3. She is requesting an Order that the Landlord have the air duct system inspected by a certified company and cleaned, with the results of this inspection being posted for the benefit of all tenants.
4. She seeks replacement of all burned out outdoor security lights.
5. She seeks an Order that a qualified person weld and paint the bannister railing.
6. She confirms her belief that in levying an additional locker charge the Landlord is discriminating against her.
7. She clarifies the list of repairs required for her rental unit.
8. She seeks proof that G.B. and D.F. are qualified to act as Safety Director and Deputy Fire Safety Director.
9. She requests that I review the testimony from March 27, 2017 wherein G.B. stated Ms. F. was merely his girlfriend and requests that I make a finding that G.B. committed perjury.
10. She requests that I (Arbitrator McKay) personally “oversee the approved deficiencies until completed in a timely matter” [reproduced as written]

The Tenant provided written submissions on April 3, 2017 pursuant to my Interim Decision. She also submitted further evidence, namely a letter dated August 16, 2016. As I Ordered that the parties not submit further evidence, I will not consider the further evidence provided with her April 3, 2017 submission.

In response to the Tenant's Claims, the Landlord provided written submissions on April 11, 2017. A summary of these submissions follows:

All rent increases have been given in compliance with the *Act*.

1. The Landlord does not understand the Tenant's request that the Landlord's right to enter the rental unit be restricted as they claim to follow section 32 of the *Act*.
2. Signage relating to the work on the old sauna area was contracted out to third parties who were responsible for compliance with Worksafe B.C. and providing any W.C.B. Reports.
3. The vents in the hallways are used sparingly. The old vent covers were replaced with newer versions when the hallways were painted. Ducting work was done, "looked at" and installed in compliance with building codes. The roof fans were also inspected.
4. The outside lights were never operational when the new owners purchased the property 10 years ago. The old fixtures are still in place but not connected. Newer updated lights and security cameras have been installed. The lights in the stairwell have been replaced and upgraded.
5. The bannister has been repaired using a metal/epoxy mixture which was recommended by a welding company.
6. The common areas of the building are cleaned weekly. While renovations occurred, baseboards were stored in the laundry room but were not a safety issue. The laundry room has been fully remodelled as well.
7. The appliances were only in the locker room area for a week and have been moved.
8. The subject rental unit has one storage locker pursuant to the tenancy agreement. The Tenant has an *additional* locker and is charged accordingly.
9. The tenant "continues to come up with repairs in the apartment" although numerous repairs have been done; including:
 - The tap was replaced
 - The toilet was removed and re-fastened
 - The tub was re-caulked;
 - The shower faucet was repaired and then replaced;
 - The kitchen cabinets were re-finished in December 2014 and the paint used was cabinet and trim paint. Other units were similarly refinished and no one else has issues. (The Landlord also points out that the Tenant failed to provide photos of the kitchen cabinets.)

- The balcony rail and decking were installed in July 2014 along with 10 other units, none of which have similar problems. The Landlord suggests that the Tenant has taken a “selective photo” of the balcony and suggests all other boards are secure.

The Landlord writes that the Tenant is unreasonable and “comes up with any reason to try to get a reduction in rent.”

11. The Landlord has a signed contract with a company for snow removal.

12. The Landlord is in compliance with the municipality’s fire code.

On April 25, 2017 the Tenant submitted an additional 12 pages of written submissions.

In these written submissions the Tenant reiterates much of her original submissions and provides the following additional information:

1. She requests that the lock to the rental unit be changed as a result of the July 21, 2016 incident.
2. The Tenant request an order that the Tenants are provided with a copy of the WSBC orders and P.P. documents.
3. In response to the Landlord’s submission that they inspect the roof fans, the Tenant reiterates her request that a qualified technician inspect and properly service the ventilation system.
4. The Tenant reiterates her claim that there are no security lights on the outside highway side of the building.
5. The Tenant disputes the Landlord’s claim that epoxy is an appropriate repair for the commercial railing.
6. The Tenant disputes the Landlord’s claim that the building is cleaned weekly.
7. The Tenant disputes the Landlord’s claim that the appliances were in the locker room one week; she writes that they were there from December 1, 2016 until December 16, 2016, a total of 16 days. The Tenant further writes that a broken fridge and stove are still in the room as they were moved “a couple of feet into a locker”.
8. The Tenant claims the Landlord offered her two lockers.
9. The Tenant claims the requests she made for repairs to the plumbing took “months” and only occurred when she threatened to withhold her rent.

The Tenant further writes that the kitchen cabinet paint is latex, and has not adhered to the oil basecoat.

The Tenant requests an Order that the Landlord be required to hire W.H. Contracting to perform all the repairs that she is requesting.

The Tenant concedes that only one board is loss on her deck.

The Tenant confirms that she is seeking a rent reduction retroactive to September 21, 2016 when she first made her request for repairs to her rental unit.

10. Erroneous numbering

11. The Tenant claims the Landlord's snow removal contract is inadequate and requests that the Landlord be ordered to "provide proper snow removal/salt application" as well as hire a "professional contractor [to] manage the exterior of the building including the parking lot" as she believes the Landlord does not adequately remove pine needles in the parking lot.
12. The Tenant submits that the Landlord has not provided any evidence to support their claim that they are in compliance with the Fire Code.

The Tenant requests that the Landlord be ordered to meet with the Deputy Fire Chief to address the fire code issues she raised in her original submissions.

The Tenant then provides further submissions regarding her belief that the Landlord's agent committed perjury at the first hearing when he provided submissions on the role of his girlfriend as well as service of the Tenant's original hearing package.

In her April 25, 2017 submissions, the Tenant also submitted further evidence, including copies of correspondence and further photos which are not admissible pursuant to my Interim Decision.

On April 25, 2017 the Landlord faxed a letter requesting a full dismissal of the Tenant's claim on the basis that they believe she submitted further evidence contrary to my Interim Order.

Analysis

The Tenant bears the burden of proving her claims on a balance of probabilities. As is clear from the foregoing, in the course of the proceedings, the Tenant attempted to expand her requests through her written submissions.

I will address her original claims in the Order in which I requested written submissions, following which I will address some of the other claims made by the Tenant.

1. *The Tenant's request that the Landlord's right to enter the rental unit be restricted pursuant to section 29 of the Residential Tenancy Act.*

The July 21, 2016 incident was detailed in Arbitrator Maddia's decision of July 21, 2016, excerpts of which were provided previously in this Decision. While this incident was undoubtedly unsettling for both parties, Arbitrator Maddia found that the Landlord had the right to enter the rental unit pursuant to section 29(1) which reads as follows:

Landlord's right to enter rental unit restricted

- 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.

I accept Arbitrator Maddia's finding that an emergency existed, and that the Landlord acted in accordance with the *Act*. The Tenant failed to provide any further evidence, regarding any other alleged unlawful entries, to support a finding that the Landlord's right to enter her rental unit should be restricted. I therefore deny the Tenant's request that I restrict the Landlord's right to enter her rental unit.

In her written submissions, the Tenant further requests that she be permitted to change the locks on the rental unit. A Landlord is entitled to entry to a rental unit provided such entry is in compliance with the *Act*. Accordingly, even in the event I granted the Tenant's request to change the locks, she would be required to provide a key to the Landlord. The Tenant failed to submit any evidence to support a finding that the locks need to be changed for any other reason (such as previous tenants continuing to have keys to the unit) I therefore dismiss her request that I permit her to change the locks to the rental unit.

2. *The Tenant's request that the Landlord provide information relating to the asbestos removal on approximately October 12, 2016 including but not limited to any Hazardous Material Reports relating to the rental building.*

I am satisfied, based on the evidence before me that the Tenant was not adequately informed of the possible asbestos removal in October of 2016. The Landlord submits that this removal was done by third parties who were responsible for signage and ensuring the work was done in compliance with provincial work safety regulations.

The onus is on the *Landlord* to comply with all health, safety and housing standards required by law as mandated by section 32 of the *Act* which reads as follows:

Landlord and tenant obligations to repair and maintain

32 (1) A landlord must provide and maintain residential property in a state of decoration and repair that

(a) complies with the health, safety and housing standards required by law, and

(b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

I find the Landlord's response to the Tenant's request to be inadequate in that it suggests third parties are responsible for compliance and fails to provide the specificity requested by the Tenant. I therefore Order as follows:

By no later than June 30, 2017, the Landlord shall provide to the Tenant any and all information (save and except for the information previously obtained by the Tenant and submitted in these proceedings) relating to the asbestos removal which occurred in October 12 of 2016, including but not limited to any Hazardous Material Reports relating to the rental building.

1. *The Tenant's request for information relating to the air duct/ventilation inspections and cleaning.*

The Tenant submits that the inspections and cleaning of the air duct and ventilation system are inadequate. In response to the Tenant's claims, the Landlord submit that they personally "inspect the fans"; no further details are provided, nor is a schedule of such inspections provided. I find this response to be inadequate based on the detailed requests made by the Tenant, as well as the risk posed by the possible asbestos removal in October of 2016. I therefore Order as follows:

By no later than June 30, 2017, the Landlord shall hire the services of a qualified air duct cleaning company to inspect and clean the ventilation system in the rental building.

2. The Tenant's request that outdoor security lights be operational.

The Landlord submits that the exterior of the rental building is inadequately lit creating a safety hazard. The Landlord responds that while some of the bulbs have not been replaced, additional lighting has been installed as well as an exterior security camera. As noted, the Tenant bears the burden of proving her claims. I am unable to find, based on the evidence before me, that the exterior lighting is inadequate.

3. The Tenant's request that the bannister in the common area be repaired.

The Tenant suggests the adhesive used by the Landlord to repair the bannister is inadequate and the bannister should be welded. The Landlord submits they used this product on the advice of a welder. I am unable, based on the evidence before me, to find that the product used by the Landlord is inappropriate. Should the adhesive prove insufficient (such as the bannister detaches again) and the bannister require further repair, the Landlord is directed to hire a professional welder to attend to the repair. I decline the Tenant's request that I make an Order at this time as I am not satisfied such an Order is required.

4. The Tenant's request that the laundry room and common areas be regularly cleaned, with a posted cleaning schedule as well as removal of lumber from the laundry room.

I am unable, based on the evidence before me to find that the laundry room and common areas are not maintained and cleaned as required by section 32. I accept the Landlord's evidence that while the laundry room was being renovated, baseboards were temporarily stored in the space. While the Landlord may consider having the blinds professionally cleaned, I do not find their condition such that I should Order the Landlord to attend to their cleaning. I therefore dismiss the Tenant's requests in this regard.

5. The Tenant's request for removal of the Landlord's appliances from the Tenant's locker storage area.

I am satisfied, based on the evidence before me, that the appliances have been moved from the locker storage area. The Tenant concedes that the appliances were moved as of December 16, 2016, and that a broken fridge and stove have been moved "into a locker". I therefore decline her request that I make Orders in this regard.

6. *The Tenant's request for compensation for the \$50.00 per month she has been charged for a locker rental which she claims is part of her tenancy agreement.*

The tenancy agreement submitted in evidence references a "storage locker". The agreement does not indicate the Tenant was entitled to more than one storage locker. Accordingly I dismiss the Tenant's claim for reimbursement of the \$50.00 monthly charge she has incurred as a result of her second storage locker. I further find this is not a rent increase as contemplated by the *Residential Tenancy Act*.

7. *The Tenants' request that the Landlord repair the following in the rental unit:*

- a. repair or replace the shower/tub water diverter;***
- b. repaint the kitchen cabinets; and***
- c. repair the balcony.***

The Landlord submitted that the shower/tub water diverter was repaired and then replaced. The Tenant did not dispute this claim. I therefore find it unnecessary to Order the Landlord to attend to further repairs in this regard.

I am unable to find, based on the evidence before me, that the kitchen cabinets require repainting. I agree with the Landlord that it is unusual the Tenant failed to submit photos of the kitchen cabinets in support of her claim that they require repainting. In her email dated September 2, 2016 the Tenant also asks that hinges and drawer pulls be repaired/replaced. Again, I am unable to find these are necessary repairs without further evidence. I therefore dismiss her request in this regard.

I am satisfied based on the photos submitted that the balcony requires repair.

The Tenant also requested that the caulking be redone in her bathtub. Based on the photos submitted, this appears to be a required repair. I therefore order as follows:

By no later than June 30, 2017, the Landlord shall hire the services of a qualified carpenter to repair the wooden railing and decking on the balcony to the rental unit as well as to repair/redo the caulking in the bathtub area as required.

8. *The Tenant's request for a rent reduction pursuant to section 65(1) of the Act for the repairs noted in paragraph above.*

I accept the Tenant's evidence that she has requested repairs to her balcony since September 106. The Tenant submitted that she sought a "pro-rated" reduction, yet failed to provide any further details as to the amount she sought. Rent reductions pursuant to section 65(1) are generally awarded after consideration of the percentage of usable area in the rental unit which is rendered unusable. I accept

the Tenant's evidence that the condition of the balcony renders it unsafe and therefore unusable. I therefore grant the Tenant's request for a rent reduction in relation to her balcony in the nominal amount of \$50.00 per month and award her the sum of **\$450.00** for the months September, October, November, December 2016, January, February, March, April, May 2016.

9. The Tenant's request that a maintenance company be hired to maintain the parking lot including snow removal in the winter.

I am satisfied, based on the evidence before me, that the Landlord has hired a contractor to maintain the parking lot.

10. The Tenant's request that the Landlord post an evacuation plan which complies with Fire Code Regulations including posting the names and contact information for alternate emergency contact should the building site managers be absent from the rental unit.

Based on the evidence before me I am satisfied that the Landlord, has, at times, not been in compliance with the Fire Code Regulations. As noted, the Tenant submitted a copy of a Notice of Violation—Fire Code dated May 9, 2016, as well as a letter dated June 9, 2016 wherein the Landlord was informed that they were in violation of the Fire Code. This is in contrast to the Landlord's submissions.

I also find the Tenant's requests in this regard to be reasonable.

I therefore grant the Tenant's request and order as follows:

By no later than June 30, 2017, the Landlord shall post an evacuation plan which complies with Fire Code Regulations including posting the names and contact information for alternate emergency contact should the building site managers be absent from the rental unit.

In her application filed January 3, 2017, the Tenant failed to make a claim for a Monetary Order save and except for her claim for recovery of the \$100.00 filing fee.

In her subsequent submissions, and specifically on a filed Monetary Orders Worksheet, the Tenant indicated that she also sought monetary compensation in the amount of \$2,750.00 for the following:

Filing fee	\$100.00
Lost wages for the Tenant's attendance at the	\$1,750.00

September 21, 2016 hearing	
Photocopy charges for subject hearing	\$100.00
Photocopy charges for September 21, 2016 hearing	\$100.00
TOTAL	\$2,750.00

Section 72 of the *Act* allows for repayment of fees for starting dispute resolution proceedings and charged by the Residential Tenancy Branch. While provisions regarding costs are provided for in Supreme Court Proceedings, they are specifically not included in the *Act*. I conclude that this exclusion is intentional and includes disbursement costs such as photocopying.

Lost wages are also not recoverable. Additionally, it is notable that hearings before the residential tenancy branch are conducted by teleconference. At times, participants call from out of country, even when time zones make such attendance inconvenient. The hearing on September 21, 2016 was conducted by teleconference such that the Tenant could have called into the hearing with minimal impact on her ability to work. While it is unfortunate the Tenant was unable to accept an employment contract from September 19-23, 2016, her lost wages are not recoverable in this proceeding.

As the Tenant has been partially successful, I award her recover of one half of her filing fee in the amount of **\$50.00**. As I have already awarded the Tenant \$450.00, I award her a total of **\$500.00**. She may reduce her next months' rent by this sum.

The Tenant also alleged the Landlord discriminated against her and made a malicious claim of assault. She also requested that I make a finding that the Landlord's representative G.B., committed perjury in relation to the status of his girlfriend in relation to the management of the rental building, as well as the date he received her evidence. Such claims are not within my jurisdiction and I therefore decline her request that I make any related findings or orders.

I also decline any request the Tenant made with respect to other tenants or occupants of the building.

Should the Landlord fail to follow the Orders made in this my Decision, the Tenant is at liberty to apply for further monetary compensation.

Conclusion

I therefore Order as follows:

- 1. By no later than June 30, 2017, the Landlord shall:**

- a. provide, to the Tenant any and all information (save and except for the information previously obtained by the Tenant and submitted in these proceedings) relating to the asbestos removal which occurred in October 12 of 2016, including but not limited to any Hazardous Material Reports relating to the rental building;
 - b. hire the services of a qualified air duct cleaning company to inspect and clean the ventilation system in the rental building;
 - c. hire the services of a qualified carpenter to repair the wooden railing and decking on the balcony to the rental unit as well as to repair/redo the caulking in the bathtub area as required;
 - d. post an evacuation plan which complies with Fire Code Regulations including posting the names and contact information for alternate emergency contact should the building site managers be absent from the rental unit.
2. The Tenant is granted monetary compensation in the amount of \$500.00 representing a \$50.00 per month rent reduction from September 2016 to May 2017 as well as recovery of one half of the \$100.00 filing fee paid. The Tenant may reduce her next months' rent by the sum of \$500.00.
 3. Should the Landlord not comply with the above, the Tenant may apply for further monetary compensation.

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 24, 2017

Residential Tenancy Branch