



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      O

### Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking an order that the landlords comply with the *Residential Tenancy Act* and the tenancy agreement.

The tenant attended the hearing and gave affirmed testimony. However, the line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and no one for the landlords attended the call. The tenant testified that the landlords were individually served with the Tenant's Application for Dispute Resolution and notice of this hearing by registered mail on May 3, 2017 and has provided copies of 2 Registered Domestic Customer Receipts stamped with that date from Canada Post, and I am satisfied that both landlords have been served in accordance with the *Residential Tenancy Act*.

### Issue(s) to be Decided

Has the tenant established that the landlords should be ordered to comply with the *Residential Tenancy Act* and the tenancy agreement?

### Background and Evidence

The tenant testified that this month-to-month tenancy began on March 1, 2017, although due to a storm the tenant was not able to move into the rental unit until March 3, 2017. Rent in the amount of \$650.00 per month is payable on the 1<sup>st</sup> day of each month and there are no rental arrears. The landlord did not collect a pet damage deposit or security deposit from the tenant. The rental unit is a cabin on property also occupied by the landlords.

The tenant further testified that the parties entered into a written tenancy agreement which included heat and telephone, however the landlords have refused to give a copy of the tenancy agreement to the tenant.

The landlords had acknowledged that the wood stove for heat is defective, toxic and the entire chimney is defective. All walls are stained from smoke that won't go up the chimney, and the landlords advised the tenant by email on or about March 29, 2017 to not use it and that the

landlords would install baseboard heaters, but have not done so. The landlords have also since the tenancy agreement was signed, advised the tenant that heat is not included.

Telephone is also included in the rent, and the cordless phone provided by the landlords loses reception 99% of the time.

The tenant also testified that the 2<sup>nd</sup> day that the tenant was in the rental unit the landlords attempted to increase the rent.

The landlords gave the tenant a notice about payment of rent on time, a copy of which has been provided for this hearing, stating that pursuant to Sections 47(1)(b) and 47 (1)(h) the landlords will issue a One Month Notice to End Tenancy. The tenant seeks an order that the landlords comply with the *Act* with respect to issuing notices to the tenant.

The tenant further testified that the rental unit has large holes allowing mice to enter the rental unit and the landlords agreed to repair the holes, but have not done so.

The tenant seeks the following orders:

1. that the landlords comply with the *Residential Tenancy Act* by not increasing rent until 1 year after the tenancy began;
2. that the landlords install baseboard heaters in the rental unit;
3. that the landlords provide the tenant with a copy of the tenancy agreement that the parties signed;
4. that the landlords refrain from giving the tenant notices that are not in the approved form;
5. that the landlords provide reliable telephone service for the tenant;
6. that the landlords make repairs to the rental unit sufficient to disallow rodents to enter the rental unit.

### Analysis

I have considered the testimony of the tenant, and I find that the parties entered into a tenancy agreement for a month-to-month tenancy to begin on March 1, 2017 for rent in the amount of \$650.00 per month, payable on the 1<sup>st</sup> day of each month, including heat and telephone.

The *Residential Tenancy Act* requires a landlord to provide a tenant with a copy of a written tenancy agreement within 21 days of making it. I accept the undisputed testimony of the tenant that the landlords have not done so, and I order the landlords to provide a copy of the tenancy agreement that the parties signed immediately.

The *Act* also requires a landlord to provide and maintain rental premises in a state of decoration and repair that makes it suitable for occupation by a tenant, and that the landlord must do so even if the tenant knew of required repairs at the time the parties entered into the tenancy agreement. The issue of mice entering a rental unit is not suitable, and I order the landlords to make the repairs necessary to eradicate the entry of rodents in the rental unit by June 30, 2017.

With respect to notices given by the landlords, the *Act* specifies in what circumstances a landlord may end a tenancy. The notice given by the landlords in this case is not a notice to end the tenancy, but a cautionary notice about the payment of rent on time. I am not satisfied that by giving such a notice, the landlords have failed to comply with the *Act*.

Since the tenant has been partially successful with the application, the tenant is also entitled to recovery of the \$100.00 filing fee, and I order that the tenant be permitted to reduce rent for a future month by that amount as recovery, or may otherwise recover it.

### Conclusion

For the reasons set out above, I hereby order the landlords to comply with the *Residential Tenancy Act* by:

1. providing the tenant with a copy of the tenancy agreement that the parties signed immediately;
2. refraining from increasing rent except once per year as set out in the regulations;
3. installing baseboard heaters, or some other means that give heat to the rental unit by the end of August, 2017;
4. providing the tenant with reliable telephone service;
5. making repairs to the rental unit such that rodents cannot enter the rental unit, and that such repairs be completed by June 30, 2017.

I hereby grant a monetary order in favour of the tenant as against the landlords pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$100.00 as recovery of the filing fee, and I order that the tenant be permitted to reduce rent for a future month by that amount or may otherwise recover it.

This order is final and binding and may be enforced.

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: June 08, 2017

---

Residential Tenancy Branch