



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC ERP RP PSF

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, received at the Residential Tenancy Branch on August 18, 2017 (the "Application"). The Tenant applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"):

- an order that the Landlords comply with the *Act*, regulation, and/or the tenancy agreement;
- an order that the Landlords make emergency repairs for health or safety reasons;
- an order that the Landlords make repairs to the unit, site, or property; and
- an order that the Landlords provide services or facilities required by law.

The Tenant attended the hearing in person and provided affirmed testimony. The Landlords did not attend the hearing.

The Tenant testified that Landlords were served with the Application package by registered mail on August 17, 2017. A Canada Post customer receipt was submitted in support. Pursuant to sections 89 and 90 of the *Act*, documents served by registered mail are deemed to be received five days later. I find the Application package is deemed to have been received by the Landlords on August 22, 2017. The Landlords did not submit documentary evidence in response to the Application.

The Tenant was given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Tenant entitled to an order that the Landlords comply with the *Act*, regulation, and/or the tenancy agreement?
2. Is the Tenant entitled to an order that the Landlords make emergency repairs for health or safety reasons?
3. Is the Tenant entitled to an order that the Landlords make repairs to the unit, site, or property?
4. Is the Tenant entitled to an order that the Landlords provide services or facilities required by law?

Background and Evidence

The Tenant testified the tenancy began on August 16, 2015. Currently, rent in the amount of \$1,350.00 per month is due on the first day of each month. The Tenant paid a security deposit of \$675.00 and a pet damage deposit of \$675.00, which the Landlords hold.

The Tenant testified that there have been a number of issues relating to the rental unit and property during the tenancy. Generally, he advised that the Landlord does not respond to the Tenants requests to address issues or make appropriate repairs. More specifically, the Tenant's concerns included:

- The downstairs female tenant has numerous male visitors and leaves cigarette butts on the ground outside;
- Other tenants in the rental property do not assist with shovelling snow, which has resulted in falls, and the Landlords have not responded to the Tenant's requests to do something about it;
- Other tenants do not observe parking arrangements, which limits the Tenant's access to and from the rental unit;
- The Tenant also suggested the parking arrangements may have contributed to the death of the Tenant's dog, which was struck by a vehicle on or about August 4, 2017;
- The door between the Tenant's unit and the downstairs tenant's unit is not adequate;
- There was a period of six weeks when the heat did not work, although that issue has since resolved;
- The Landlords enter the Tenant's rental unit at any time, without adequate notice;

- The Landlords do not deal with the Tenant's complaints of noise emanating from other units in the rental property;
- The Landlords did not address problems with the fireplace and heating system when concerns were raised by the Tenant; and
- The Landlords has harassed the Tenant, suggesting he should move out of the rental unit, which he does not want to do because of proximity to medical resources.

Analysis

Based on the documentary evidence and oral testimony provided during the hearing, and on a balance of probabilities, I find:

With respect to the Tenant's request for an order that the Landlords comply with the *Act*, regulations, and/or the tenancy agreement, I was not referred to any particular provision of the *Act* or regulations, and was not provided with a copy of a written tenancy agreement between the parties. However, I find a tenancy agreement exists and that the *Act* applies to the relationship between the parties. Accordingly, based on the Tenant's unchallenged testimony, I find it appropriate to order that the Landlords specifically comply with the following sections of the *Act*:

Section 28: *Protection of a tenant's right to quiet enjoyment*

Section 29: *Landlord's right to enter rental unit restricted*

Section 32: *Landlord and tenant obligations to repair and maintain*

The parties may also benefit from reviewing Residential Tenancy Branch Policy Guideline #1.

With respect to the Tenant's request for an order that the Landlords make emergency repairs for health or safety reasons, I find there is insufficient evidence before me of an emergency repair for health or safety reasons is required. This aspect of the Tenant's Application is dismissed.

With respect to the Tenant's request for an order that the Landlords make repairs to the rental unit, I find there is insufficient evidence before me that there are outstanding repairs. Although the Tenant referred to a number of concerns that arose during the tenancy, he is encouraged to continue to make repair requests known to the Landlord as appropriate.

With respect to the Tenant's request for an order that the Landlords provide services or facilities required by law, I find there is insufficient evidence before me to order the Landlord to provide services or facilities required by law. The Tenant did not specifically refer to services or facilities that are not being provided as required by law, although I recognize the Tenant's belief that the Landlords are not meeting their obligations under the *Act*.

Conclusion

The Landlords are ordered to comply with the *Act*, regulations, and the tenancy agreement between the parties. In particular, I order the Landlords to comply with those sections of the *Act* that address a tenant's right to quiet enjoyment (s. 29), restrictions on landlord's right to enter a rental unit (s. 29), and landlord and tenant obligations to repair and maintain a rental unit (s. 32).

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 6, 2017

Residential Tenancy Branch