



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *OLC, RP, LRE, MNDC, ERP, LAT*

### **Introduction**

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*, for compensation and for an order directing the landlord to have repairs done and comply with the *Act*. The tenant also applied for an order restricting the landlord's right to enter the rental unit and for authorization to change locks.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

### **Issues to be decided**

Has the landlord fulfilled his responsibilities as a landlord with regard to maintenance and repairs? Is the tenant entitled to compensation? Is the tenant entitled to the other remedies he has applied for?

### **Background and Evidence**

The tenancy started in February 2017. The rental unit consists of a single level three bedroom house. The bedrooms are rented out separately and the three tenants share a common area which includes a washroom and a kitchen. Each room has a refrigerator and can be locked. The landlord stated that the house is at least 100 years old and was renovated prior to the time he purchased the home, 25 years ago.

The landlord testified that he visits the rental unit every day for maintenance purposes. The tenant agreed that the landlord does not enter his personal room.

The tenant stated that the electrical outlets need updating as the system trips when in use. In addition the tenant stated that two of the six outlets in the common area do not work. The landlord stated that given the age of the home, the electrical system could only handle two electrical appliances at a time. The landlord explained that if the tenants use the coffee maker, toaster and microwave at the same time; the breaker will be set off. The landlord agreed to check out the two outlets and repair if necessary.

The tenant complained that some of his food and his blender went missing from the common area and he is claiming \$200.00 as compensation for these missing items. The landlord stated that he had instructed tenants to keep their possessions locked inside their rooms. The landlord also testified that he was in the process of replacing the kitchen cabinets and would assign each tenant a cabinet which could be locked. The landlord also agreed to paint the window in the common area.

The tenant requested the landlord to fix the trim on the window in his bedroom and the landlord agreed to have it done in the afternoon on this date of the hearing.

### **Analysis**

Section 32 of the *Residential Tenancy Act*, addresses the landlord and tenant obligation to repair and maintain the rental unit. The landlord must provide and maintain the rental property in a state of decoration and repair that complies with the health, safety and housing standards required by law and having regard to the age, character and location of the rental unit.

In this case the rental unit is at least 100 years old and the tenants entered into a tenancy agreement knowing that the home was an old timer. The landlord has agreed to comply with the tenant's requests for repair and is also in the process of replacing the kitchen cabinets.

Re the tenant's claim for \$200.00 for the loss of food and a blender, the tenant agreed that he had placed these items in the common area. Since the tenant does have a refrigerator in his room and has the ability to lock his room, I find that the landlord is not responsible for the loss of the tenant's belongings.

The tenant also applied for authorization to change the lock on the front door. Since the front door leads into the common area, even if the lock was changed the other two tenants would be provided with keys. The tenant's application for authorization to change locks is dismissed.

The tenant also applied to put restrictions on the landlord's right to enter the rental unit. The tenant agreed that the landlord does not enter his room but visits the common area. The landlord has a right to enter the common area for cleaning and maintenance and therefore the tenant's application to place restrictions on the landlord's right to enter the rental unit is dismissed.

### **Conclusion**

I order the landlord to carry out the following:

- To paint the window in the common area and fix the trim on the window in the tenant's room as soon as possible
- To replace the kitchen cabinets and assign each tenant with their own cabinet which can be locked. The landlord must complete this by June 30, 2018
- To repair the inoperative electrical outlets in the common area by April 15, 2018.

The remainder of the tenant's application is dismissed.

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 16, 2018

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Residential Tenancy Branch