



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: LAT, LRE, MNDCT, OLC, PSF, RP, RR

Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. A repair order
- b. An order that the landlord provide services or facilities required by the tenancy agreement or law.
- c. An order for a monetary order in the sum of \$200
- d. An order authorizing the tenant to change the locks
- e. An order that the landlord comply with the Act, regulations and/or tenancy agreement.
- f. An order to suspend or set conditions on the landlord's right to enter the rental unit.
- g. An order for the reduction of rent for repairs, services, or facilities agreed upon but not provided in the sum of \$200.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was served on the landlord by mailing, by registered mail to where the landlord resides. With respect to each of the applicant's claims I find as follows:

Issues to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to a repair order?
- b. Whether the tenant is entitled to an order that the landlord provide services or facilities required by the tenancy agreement or law?

- c. Whether the tenant is entitled to an order for a monetary order in the sum of \$400?
- d. Whether the tenant is entitled to an order authorizing the tenant to change the locks?
- e. Whether the tenant is entitled to an order that the landlord comply with the Act, regulations and/or tenancy agreement?
- f. Whether the tenant is entitled to an order to suspend or set conditions on the landlord's right to enter the rental unit?
- g. Whether the tenant is entitled to an order for the reduction of rent for repairs, services, or facilities agreed upon but not provided?

Background and Evidence:

The tenancy began on December 1, 2017. The tenancy agreement provided that the tenant(s) would pay rent of \$1150 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$575 prior to the start of the tenancy. .

The tenant has brought a number of claims. Many of the claims relate to whether the landlord and/or his agent have followed the provisions of the Residential Tenancy Act prior to gaining access to the make repairs. Section 29 of the Act provides 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.

(2) A landlord may inspect a rental unit monthly in accordance with subsection (1) (b).

There was a dispute between the parties as to when the tenant would give access to the landlord to make certain repairs. The landlord lives about 1 ¼ hours away from the rental property. The parties were attempting to make arrangements as to when the landlord could be given access by text message. The tenant thought the landlord would be coming on the Tuesday. The landlord made arrangements with his own work to change his shift as he thought the tenant was only available on the Monday. When the landlord arrived in the early afternoon of the Monday the tenant was asleep (she had just completed a grave yard shift) and refused to give the landlord and his repair person access stating the landlord failed to give her proper notice.

Section 29 provides that a landlord can gain access if the tenant gives permission at the time of entry or not more than 30 days prior to entry. If the tenant does not give permission that landlord must serve proper notice in accordance with the Residential Tenancy Act.

Application for a Repair Order:

The tenant seeks a repair order. The landlord stated he has no problems making the repairs provided the tenant gives him access. The tenant acknowledged the repairs are minor.

The tenant does not have a legal right to require the landlord to pay her money so that she can make repairs.

I ordered that the landlord make the following repairs within 14 days of receiving this decision and order provided the tenant gives him access:

- a. Fix the drawer in the kitchen so that it can open and close easily.
- b. Fix or replace the door locks for the front or backdoor.
- c. Fix the sliding closet door
- d. Repaint the bathroom ceiling.
- e. Fix the bathroom door.

The Application for Dispute Resolution filed by the Tenant sought an order that the landlord provide services or facilities required by the tenancy agreement or law. The tenant stated the claims she was making under this section relate to the repair items mentioned above. No further order is needed with respect to this claim.

Application for a Monetary Order:

The Application for Dispute Resolution filed by the Tenant seeks a monetary order in the sum of \$200. The tenant stated that relates to the cost that she would incur to make these repairs and the stress she has been subject to. I dismissed this claim. The landlord is not legally obliged to allow the tenant to make these repairs. The landlord testified he wants to make the repairs himself. The tenant failed to produce sufficient evidence of loss due to stress. The claim for a monetary order is dismissed.

The tenant sought an order that the landlord comply with the Act, regulations and/or tenancy agreement. The basis of the order related to the failure of the landlord to comply with section 29 of the Act giving Notice. I ordered that the landlord comply with section 29 of the Residential Tenancy Act which is set out in this decision.

Application of the Tenant for an order to suspend or set conditions on the landlord's right to enter the rental unit:

Based on the evidence presented in the hearing I determined it was not necessary to make any further orders relating to the suspending or setting conditions on the landlord's right to enter the rental unit apart for the order set out above that the landlord comply with section 29 of the Residential Tenancy Act.

Application to Reduce rent fro repairs, services or facilities agreed upon but not provided:

The tenant made a claim of \$200 to reduce the rent. I dismissed the tenant's claim to reduce the rent for repairs, services or facilities agreed upon but not provided. The landlord does not have a legal obligation to allow the tenant to make the repairs. The tenant acknowledged the repairs are minor. I determined the tenant failed to prove this claim.

Conclusion

In conclusion I made a repair order and I ordered that the landlord comply with section 29 of the Residential Tenancy Act. All other claims are dismissed.

This decision is final and binding on both parties.

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 18, 2018

Residential Tenancy Branch