



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OLC, RP, FFT

Introduction

This hearing was convened in response to the Tenants' Application for Dispute Resolution, in which the Tenants applied for an Order requirement the Landlord to comply with the *Residential Tenancy Act (Act)* or the tenancy agreement; for an Order requiring the Landlord to make repairs; and to recover the fee for filing this Application for Dispute Resolution.

The Tenant stated that sometime in September of 2018 the Dispute Resolution package and 15 pages of evidence were posted on the Agent for the Landlord's door. The Agent for the Landlord acknowledged receiving these documents and the evidence was accepted as evidence for these proceedings.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. The parties were advised of their legal obligation to speak the truth during these proceedings.

Issue(s) to be Decided

Are the Tenants entitled to a monetary Order for making repairs to the rental unit and/or an Order requiring the Landlord to comply with the *Act* or the tenancy agreement?

Background and Evidence

The Tenant and the Agent for the Landlord agree that this tenancy began on September 01, 2017 and that the monthly rent is currently \$1,500.00.

The Tenant stated that:

- the washing machine is making very loud noises and is shaking when in use;
- the dryer takes an excessive amount of time to dry clothes;

- the water tank was not working properly but has now been replaced;
- the filter in the furnace was recently replaced but was replaced with the incorrect filter so it is not functioning properly;
- a closet door is off track; and
- the furnace vents need cleaning.

The Agent for the Landlord stated that:

- she was aware of most of the aforementioned issues prior to these proceedings;
- she was waiting for this hearing before she made any repairs;
- she will have her handyman look at the washing machine and dryer to ensure they are working properly;
- she will have her handyman ensure that the correct filter is installed in the furnace;
- she will have her handyman repair the closet door;
- her handyman does not believe that a professional duct cleaning is required; and
- she will have her handyman clean the opening of all the heating/cold air intake vents.

The Agent for the Landlord stated that she is afraid to attend the rental unit by herself due to the conduct of the Tenant(s) and she requested that the Tenants be required to vacate the rental unit while the repairs are being completed.

The Tenant stated that the Tenants are seeking an Order requiring the Landlord to comply with the *Act* because the Tenants have felt harassed in the past and they want to ensure they are not harassed in the future.

The Agent for the Landlord stated that she does not intend to harass the Tenants in the future. She stated that she is able to comply with her obligation to protect the Tenants' right to the quiet enjoyment of the rental unit.

The Tenant stated that the Tenants are seeking an Order requiring the Landlord to comply with the *Act* because the Landlord entered the rental unit without authority on September 04, 2018.

The Agent for the Landlord stated that she may have placed one foot across the threshold of the rental unit on September 04, 2018 when she was attempting to serve documents to the Tenants. She stated that in the future she will ensure she does not enter the rental unit without proper authority.

Analysis

Section 32 of the *Act* requires a landlord to provide and maintain residential property in a state of decoration and repair.

As the Agent for the Landlord agreed to make these repairs at the hearing, I Order that the Landlord make these repairs by November 30, 2018:

- ensure the washing machine and dryer are functioning properly;
- ensure that the correct filter is installed in the furnace;
- repair the closet door that has come off of its track; and
- clean the opening of all the heating vents.

I will not grant the Agent for the Landlord's request for an Order that requires the Tenants to vacate the rental unit while the repairs are being completed. In the event the Agent for the Landlord is fearful of the Tenants she has the right to be accompanied by other people whenever she attends the rental unit.

Section 28 of the *Act* stipulates that a tenant is entitled to quiet enjoyment including, but not limited to, right to reasonable privacy; freedom from unreasonable disturbance; exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit in accordance with section 29 of the *Act*; and use of common areas for reasonable and lawful purposes, free from significant interference.

Section 29(1) of the *Act* 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; or
- (f) an emergency exists and the entry is necessary to protect life or property.

In an effort to clarify the parties' rights and obligations, I remind the Landlord of its

obligation to comply with sections 28 and 29 of the *Act*.

As the Agent for the Landlord indicated that she was delaying making repairs until this hearing was concluded, I find that the Tenants are entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

I hereby authorize the Tenants to reduce one monthly rent payment by \$100.00 in compensation for the cost of filing this Application for Dispute Resolution.

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: October 23, 2018

Residential Tenancy Branch