



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OLC

Introduction

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*, for an order directing the landlord to comply with the *Act*.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord was represented by their agent.

As both parties were in attendance I confirmed service of documents. The landlord confirmed receipt of the tenant's application for dispute resolution and evidence. The landlord said that she had not submitted any evidence of her own. I find that the landlord was served with the tenant's materials in accordance with sections 88 and 89 of the *Act*.

Issues to be decided

Has the landlord fulfilled her responsibilities as a landlord with regard to handling complaints, entering the rental unit and maintenance?

Background and Evidence

The tenancy started in May 2016. The rental unit consists of an apartment located on the ground floor of an apartment complex. The parties agreed that the monthly rent was \$1,266.00 payable on the first of each month.

The tenant had multiple issues that prompted this application. However some of the issues were discussed at a previous hearing in September 2018 and therefore were not addressed during this hearing.

The tenant stated that she received a notice of inspection for a “general inspection” sometime in September 2018, but the person who conducted the inspection checked the smoke detector and did not inspect the rest of the apartment. The tenant stated that the smoke detectors were inspected earlier that year and that an inspection was required only once a year. The tenant stated that she viewed this inspection as “harassment” because an inspection of the smoke detector was not required and that the person who inspected the smoke detector was not qualified to do so.

The landlord stated that proper notice is always provided prior to entry into the rental unit and that smoke detectors are inspected twice a year. The landlord also added that every unit in the complex was notified of the inspection and every unit was inspected on the prearranged date and time.

The tenant stated that the landlord’s staff spy on him and have been spotted at 2-3am hiding behind an electrical box and spying on the tenant. The tenant stated that one staff member jumped into his balcony from the outside at 8:45am and checked his ashtray for evidence of pot. The tenant could not recall the date of this alleged incident.

The landlord denied having the tenant spied on and also denied the alleged incident of one of the landlord’s staff entering the tenant’s balcony without prior notice.

The tenant also stated that other tenants walk their dogs on the grounds outside his apartment and the dogs urinate close to his balcony which results in unpleasant odours. The tenant stated that there used to be signs informing other residents that their dogs should not be doing their business in certain areas but recently the signs have been removed.

The landlord replied that the signs are periodically removed and replaced with newer signs. The landlord agreed to place a sign outside the tenant’s balcony.

The landlord stated that she had received multiple complaints from other tenants regarding this tenant speaking badly of other tenants on a daily basis. On October 19, 2018, the landlord served the tenant with a warning letter. The letter also states that the landlord will serve the tenant with an eviction notice if the complaints continue to come in.

The tenant denied the allegations and stated that she had spent a lot of time on the island and therefore could not have been indulging in the offensive activity that the complaints refer to, on a daily basis.

The tenant stated that the occupant of the rental unit above his unit is involved in a grow op and despite his complaints, the landlord has not done anything about it. The tenant could not recall the date that he had made the complaint.

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.

The landlord has agreed to place a sign outside the tenant's balcony that instructs dog owners to refrain from allowing their dogs to urinate in the vicinity of the tenant's balcony. The landlord also agreed to address any complaints received from the tenant.

The landlord agreed to continue to comply with s. 29 of the *Residential Tenancy Act* which addresses entry into the rental with proper notice by the landlord.

Conclusion

- I order the landlord to place a sign outside the tenant's balcony, regarding areas where dogs are not permitted to urinate.
- The landlord will enter the rental unit in accordance with s.29

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 20, 2018

Residential Tenancy Branch