



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP, ERP, LAT, LRE, MNDCT, FFT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to make repairs to the rental unit pursuant to section 33;
- an order to the landlord to make repairs to the rental unit for health and safety reasons pursuant to section 33;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;
- authorization to change the locks to the rental unit pursuant to section 70; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The landlord acknowledged receipt of evidence submitted by the tenant. The tenant advised that he did not receive the landlords evidence however, the landlord provided documentation to show that the tenant was served of her evidence by way of registered mail. I am satisfied that the landlord acted in accordance with the rules of procedure and the hearing proceeded and concluded on this date. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

Issues to be Decided

Is the tenant entitled to a monetary order for loss or damage under the Act, regulation or tenancy agreement?

Is the tenant entitled to change the locks?

Is the tenant entitled to an order compelling the landlord to comply with the Act, regulation or tenancy agreement?

Is the tenant entitled to have the landlord conduct repairs?

Is the tenant entitled to have the landlord conduct emergency repairs for health and safety reasons?

Is the tenant entitled to an order to suspend or set conditions on the landlords' right to entry?

Is the tenant entitled to the recovery of the filing fee for this application from the landlord?

Background and Evidence

The tenant gave the following testimony. The tenant testified that the tenancy began on September 1, 2018 for fixed term of one year. The tenant testified that the monthly rent is \$2600.00 due on the first of each month. The tenant testified that he had originally been hired to conduct renovations on the subject unit by the landlord. The tenant testified that after several months the tenant and landlord discussed a possibility of a tenancy which materialized on September 1, 2018. The tenant testified that on September 8, 2018 he advised the landlord that he would be withdrawing from the work and she would have to find someone else to complete the renovations.

The tenant testified that the landlord has not fixed a stairwell railing since he moved in and it is a serious hazard. The tenant testified that the landlord has entered his unit on numerous occasions without permission and wants an order to allow him to change the locks. The tenant testified that he also seeks \$600.00 for the hydro used while renovations have been ongoing. The tenant testified that he wants the railing fixed and doesn't feel he can trust the landlord to do that work without an order from the Branch.

The landlord gave the following testimony. The landlord testified that the tenant was the one that removed the original stairwell railing and left it in disrepair. The landlord testified that she doesn't know why he took the railing apart in the first place. The landlord testified that the tenant began the tenancy on a sour note by withholding some rent and the deposit. The landlord testified that "I'm done in dealing with him, I'm just done". The landlord testified that the tenant broke their work contract after he moved in

and prior to her going in for surgery making it extremely difficult to arrange for a new contractor.

Analysis

The relationship between the two parties is an acrimonious one. The hostility towards each other was self-evident and apparent throughout the hearing. Near the end of the hearing the parties engaged in a shouting match. While I have turned my mind to all the documentary evidence, including photographs, diagrams, miscellaneous letters and e-mails, and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the tenant's claim and my findings around each are set out below.

The tenant continually referred to issues they had when they had a carpenter-client relationship. The tenant advised that there is a small claims action pending in that regards. The tenant testified that he has gone through this process to make sure their relationship is documented somewhere. The landlord also continually referred to the difficulties in their relationship prior to the tenancy. When each party was posed with the question as to why they entered into a tenancy after such a difficult relationship, neither party gave a clear or concise answer. What was clear to me though was the underlying and overarching issue of the bad business relationship the parties had and the residual effects of that carried over into their tenancy.

The tenant was fully aware of the condition of the unit, better than anyone, but yet shortly after moving in, he demanded work to be done. The tenant ended their business relationship midstream before the work was completed and left the landlord to in a precarious situation. I find that the tenant made unreasonable demands of the landlord to repair and renovate the unit because of his own actions. The tenant was aware of the extent and scope of the work required. In addition, the parties did not have a clear written agreement as to what work would be done and in what time frame.

Furthermore, the tenant did not provide sufficient evidence to support his claim to have the locks changed or to limit access to the landlord. On the contrary, I find that the tenant imposed unreasonable restrictions on the landlord in terms of access which has exacerbated the delay. The tenant has not provided sufficient evidence to show why he is entitled to \$600.00 for hydro costs. Finally, I found that the tenants' testimony was often in contradiction to his documentary evidence, and therefore found his testimony to unreliable. Based on all of the above, the tenant has not provided sufficient evidence to support any portion of his claim, on a balance of probabilities, and I therefore dismiss his application in its entirety without leave to reapply.

Conclusion

The tenants' application is dismissed in its entirety without leave to reapply.

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 26, 2018

Residential Tenancy Branch