



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OLC, RR, FFT

Introduction:

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenant in which the Tenant applied for an Order requiring the Landlord to comply with the *Residential Tenancy Act (Act)*, the *Residential Tenancy Regulation*, or the tenancy agreement; for authority to reduce the rent; and to recover the fee for filing this Application for Dispute Resolution.

The Tenant stated that on November 15, 2018 the Application for Dispute Resolution and the Notice of Hearing were sent to the Landlord, via registered mail. The Landlord acknowledged receipt of these documents.

The Tenant submitted evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was not served to the Landlord. As the evidence was not served to the Landlord, it was not 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:

Is the Tenant entitled to a rent reduction?

Is there a need to issue an Order requiring the Landlord to comply with the *Act*, the *Residential Tenancy Regulation*, or the tenancy agreement?

Background and Evidence:

The Landlord and the Tenant agree that:

- this tenancy began on February 01, 2018;
- rent is \$550.00; and
- the Tenant has a private room and shares common spaces with 4 other occupants.

The Tenant is seeking compensation of \$100.00. In support of this claim the Tenant stated that:

- one of the tenants is cooking in his room;
- he thinks he is cooking with a microwave and electric oven, but he has not seen inside the room;
- he thinks this is a fire hazard;
- he reported it to the Landlord in March of 2018;
- there are three bathrooms in the rental unit;
- he is not permitted to use the bathroom on the lower level;
- he does not know if he was told he could not use the bathroom on the lower level prior to entering into this tenancy agreement;
- in the summer of 2018 two of the occupants of the residential complex got into a fight;
- the police were called to the unit as a result of the fight;
- the police told both of the combatants they were to have no contact with each other;
- these two combatants have not had an altercation since the summer;
- the Landlord is supposed to assign cleaning tasks to the occupants of the residential complex;
- the Landlord has not assigned cleaning tasks to the occupants of the residential complex; and
- the occupants of the complex are not keeping the complex clean.

In response to the Tenant's claims the female Landlord stated:

- on November 01, 2018 the Tenant reported that one of the other tenants was cooking in his room;
- the tenant who is allegedly cooking in his room left for holidays before she could investigate the allegation;
- she will investigate the allegation after the tenant returns to ensure his actions are not a fire hazard;
- the bathroom on the lower level has always been for the private use of the person occupying the bedroom in the lower level;
- the bathrooms on the second level have always been for the use of the people occupying the bedrooms of the second level;
- the Tenant was never told he could use the bathroom on the lower level;
- she spoke with the two occupants who had a fight in the summer;
- those two occupants agreed that no further altercations would occur;
- no further altercations have occurred;
- the Landlord did not agree to assign cleaning tasks to the occupants of the residential complex; and

- the occupants of the complex are not expected to keep the complex clean.

Analysis:

Section 32(1) of the *Residential Tenancy Act (Act)* requires landlords to provide and maintain residential property in a state of decoration and repair that

- (a) complies with the health, safety and housing standards required by law, and
- (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

I find that the Tenant has submitted insufficient evidence to show that the tenant is cooking in his room in a manner that is unsafe. In reaching this conclusion I was heavily influenced by his testimony that he has not seen inside the room and he cannot, therefore, know that the manner in which the food is being cooked is unsafe.

I find that the Landlord is obligated by section 32(1) of the *Act* to ensure that tenants are not cooking anywhere in the rental unit in a manner that may be unsafe. I therefore find that the Landlord is obligated to investigate this allegation in a timely manner. I find that the Tenant has submitted insufficient evidence to establish that the allegation was not investigated in a timely manner.

I find that the Tenant has submitted insufficient evidence to corroborate his testimony that this concern was reported in March of 2018 or that refutes the female Landlord's testimony that it was not reported until November 01, 2018. As it has not been established that the Landlord was aware of this concern since March of 2018 and the Landlord is currently unable to investigate this allegation as the tenant who is allegedly cooking in his room is away on holidays, I cannot conclude that the Landlord did not respond appropriately to this allegation or that the Landlord is currently breaching section 32(1) of the *Act*. As the Landlord stated that she intends to investigate the allegation when the tenant returns, I do not find it necessary to issue an Order requiring the Landlord to investigate the allegation.

On the basis of the undisputed evidence that the female Landlord spoke with the two occupants who had a fight in the summer; that these two occupants agreed that no further altercations would occur; and that no further altercations have occurred, I find that the Landlord has responded appropriately to this incident. I therefore do not find it necessary to issue an Order requiring the Landlord to take further action in regards to the altercation between two of the people living in this rental unit.

Section 27(2) of the *Act* stipulates that a landlord may terminate or restrict a non-essential service or facility if the landlord gives 30 days' written notice, in the approved

form, of the termination or restriction, and reduces the rent in an amount that is equivalent to the reduction in the value of the tenancy agreement resulting from the termination or restriction of the service or facility.

As there is no evidence to refute the Landlord's submission that the bathroom on the lower level has always been for the private use of the person occupying the bedroom in the lower level and the Tenant was never told he could use the bathroom on the lower level, I cannot conclude that the Tenant has the right to use this bathroom. I therefore will not be issuing an Order requiring the Landlord to allow the Tenant to use this bathroom.

In the absence of evidence that corroborates the Tenant's submission that the Landlord is supposed to assign cleaning tasks to occupants of the residential complex or to refute the female Landlord's testimony that the occupants are expected to keep the complex clean, I cannot conclude that the Landlord has an obligation to ensure the common areas of the complex are cleaned by the occupants. I therefore will not be issuing an Order requiring the Landlord to assign cleaning tasks to the occupants.

I find that the Tenant has failed to establish that the Landlord has not complied with the Landlord's obligations under the *Act* and I therefore dismiss his claim for a rent reduction as a result of these allegations

The Tenant has failed to establish the merit of his Application for Dispute Resolution and I dismiss his application to recover the fee paid to file this Application.

Conclusion:

The Application for Dispute Resolution 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: December 21, 2018

Residential Tenancy Branch