



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MNRT, MNDCT, OLC, ERP, LRE, LAT, FFT

Introduction

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

- cancellation of the landlords' 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated December 10, 2018 ("10 Day Notice"), pursuant to section 46;
- a monetary order for the cost of emergency repairs and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67;
- an order requiring the landlords to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62;
- an order requiring the landlords to complete emergency repairs to the rental unit, pursuant to section 33;
- an order restricting the landlords' 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 the filing fee for this application, pursuant to section 72.

The two landlords (male and female) and the two tenants (male and female) attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. This hearing lasted approximately 64 minutes.

The landlords confirmed receipt of the tenants' application for dispute resolution hearing package and the tenants confirmed receipt of the landlords' written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlords were duly served with the tenants' application and the tenants were duly served with the landlords' written evidence package.

During the hearing, the landlords confirmed that their 10 Day Notice, dated December 10, 2018, was cancelled and of no force or effect. Both parties agreed that the tenants paid the rent to the landlords within five days of the 10 Day Notice being issued to them. Accordingly, this portion of the tenants' application is granted and the landlords' 10 Day Notice is cancelled. The landlords are not entitled to an order of possession.

During the hearing, the tenants withdrew their monetary order of \$1,315.00 for the \$1,000.00 tenants' insurance deductible and damaged belongings and the \$315.00 for the furnace repair. I notified them that they would not be able to reapply for this claim in the future because it would be dismissed without leave to reapply, as this was their chance to prove their claim and pursue it at this hearing. The tenants confirmed their understanding of same and were agreeable to it, indicating that they would not pursue this claim in the future.

Issues

Are the tenants entitled to an order requiring the landlords to comply with the *Act, Regulation* or tenancy agreement?

Are the tenants entitled to an order requiring the landlords to complete emergency repairs to the rental unit?

Are the tenants entitled to an order restricting the landlords' right to enter the rental unit?

Are the tenants authorized to change the locks to the rental unit?

Are the tenants entitled to recover the filing fee paid for this application?

Background and Evidence

Both parties agreed to the following facts. This tenancy began on November 1, 2014. A written tenancy agreement was signed by both parties. Monthly rent in the amount of \$2,592.50 is payable on the first day of each month. A security deposit of \$1,250.00 and a pet damage deposit of \$100.00 were paid by the tenants and the landlords continue to retain this deposit. The tenants continue to reside in the rental unit.

The tenants seek an order for the landlords to hire a certified, licensed professional to perform servicing of the furnace in the rental unit, rather than the male landlord doing the repair himself. The tenants provided a repair document from December 1, 2018, when they paid for a technician to repair the furnace, indicating that the furnace had not been serviced since 2013 and the pilot light was orange and not blue as it should have been. The landlords claimed that nothing was wrong with the furnace when the male landlord checked it, and the tenants were switching the pilot lights improperly so the wrong colour was showing.

The tenants also seek an order for the landlords to provide proper written notice prior to the landlords' entry into the rental unit because the tenants claim that they have found the landlords inside their unit without their knowledge or permission. The tenants stated that they leave their back door open because of their dog but the male landlord would use that door to enter their unit improperly. The male landlord claimed that he was a handyman and he would go over to complete repairs once the female tenant gave permission to enter and the male tenant was away at work.

Analysis

During the hearing, both parties agreed to abide by section 29 of the *Act*. The landlord agreed to provide at least 24 hours' written notice prior to entering the tenants' rental unit and the tenants agreed to provide access to the rental unit whether they are present or not, once proper notice is given. Both parties agreed to provide a written notice to the other party, to be posted on the back door of each parties' residence, if repairs or entry are required. Accordingly, I dismiss the tenants' application to change the locks to the rental unit and to restrict the landlords' right to enter the rental unit.

I order the landlords, at their own cost, to have a certified, licensed professional inspect the furnace in the rental unit by February 15, 2019, and repair or replace if recommended by the professional, by February 28, 2019. The tenants provided a written document, dated December 1, 2018, from a certified technician indicating that the furnace needed to be serviced.

As the tenants were only partially successful in this application, I find that they are not entitled to recover the \$100.00 filing fee paid for this application.

Conclusion

The landlords' 10 Day Notice, dated December 10, 2018, is cancelled and of no force or effect. The landlords are not entitled to an order of possession. This tenancy continues until it is ended in accordance with the *Act*.

I order both parties to abide by section 29 of the *Act*, prior to the landlords' and repair professionals' entry into the rental unit.

I order the landlords, at their own cost, to have a certified, licensed professional inspect the furnace in the rental unit by February 15, 2019, and repair or replace if recommended by the professional, by February 28, 2019.

The remainder of the tenants' application is dismissed 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: February 04, 2019

Residential Tenancy Branch