



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, ERP, PSF

Introduction

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

- an order requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62;
- an order requiring the landlord to complete emergency repairs to the rental unit, pursuant to section 33; and
- an order requiring the landlord to provide services or facilities required by law, pursuant to section 65.

The landlord did not attend this hearing, which lasted approximately 60 minutes. The tenant and his witness attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The hearing began at 1:30 p.m. and the tenant's witness was excluded from the outset of the hearing at 1:31 p.m. The tenant's witness called back into the hearing at 1:48 p.m. to attend the remainder of the hearing until it ended at 2:30 p.m.

The tenant testified that he served the landlord with his application for dispute resolution and notice of hearing on February 19, 2019. The tenant provided a Canada Post tracking number verbally during the hearing. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was deemed served with the tenant's application on February 24, 2019, five days after its registered mailing.

The tenant testified that he served the landlord with his photographic evidence on February 25, 2019. The tenant provided a Canada Post tracking number verbally during the hearing. In accordance with sections 88 and 90 of the *Act*, I find that the landlord was deemed served with the tenant's photographic evidence on March 2, 2019, five days after its registered mailing. I informed the tenant that this evidence was late as it was less than 14 days prior to this hearing, contrary to Rule 3.14 of the Residential Tenancy Branch ("RTB") *Rules of Procedure*. I notified the tenant that I could not consider this evidence at the hearing or in my decision.

The tenant sent in evidence on March 8, 2019, after the hearing was over. The tenant provided a letter enclosing the registered mail receipts referencing the above service dates. During the hearing, I notified the tenant that I would not consider any evidence after the hearing was over and I did not ask him to send in any evidence. Accordingly, I did not consider this evidence in my decision, but I accepted the tenant's verbal testimony about service, as noted above.

Issues

Is the tenant entitled to an order requiring the landlord to comply with the *Act, Regulation* or tenancy agreement?

Is the tenant entitled to an order requiring the landlord to complete emergency repairs to the rental unit?

Is the tenant entitled to an order requiring the landlord to provide services or facilities required by law?

Background and Evidence

The tenant testified regarding the following facts. This tenancy began on December 2, 2018. A written tenancy agreement was not signed, only an "intent to rent" form was completed. Monthly rent in the amount of \$450.00 is payable on the first day of each month and the tenant receives a full subsidy from the Ministry, that pays his rent directly to the landlord. A security deposit of \$225.00 was paid by the tenant and the landlord continues to retain this deposit. The tenant continues to reside in the rental unit.

The tenant requests that the landlord turn the heat and hot water back on at the rental unit. The tenant testified that the landlord has shut the heat and hot water off and he only has electricity at the unit. The tenant's witness stated that the heat and hot water was shut off on January 30, 2019 and it has been off ever since. The tenant claimed that he verbally asked the landlord to turn it back on a couple of days later but not in writing. The tenant stated that he is using firewood at his fireplace to stay warm. He explained that the owner wants him to leave, he is waiting to receive an eviction notice from the landlord, and the landlord sent thugs to the rental unit to threaten the tenant to move out.

Analysis

The testimony of the tenant and his witness was confusing and difficult to follow. The tenant was unsure of dates, service, and the timeline for the above disconnection of services. The tenant was calling in from an RTB office and had an information officer read out the tracking numbers for the Canada Post registered mail service of documents, as noted above. The tenant also required his witness to assist him. The tenant and his witness were heavily focused on potential criminal actions by the landlord sending thugs to the rental unit and participating in

a prescription drug scandal. I notified the tenant that he could contact the police regarding these criminal issues because I did not have jurisdiction to deal with criminal claims, only RTB-related claims about tenancies.

The tenant's witness went on at length about her own tenancy in the same rental building. She talked about a prescription drug scandal at the property, as well as her own experiences with the landlord. I notified the tenant's witness that she had not filed an application against the landlord and her own experiences were not relevant to the tenant's tenancy and his own experiences.

Based on the undisputed testimony of the tenant and his witness at this hearing, I order the landlord to have the heat and hot water reconnected at the rental unit by March 20, 2019. The tenant did not indicate whether the heat and hot water are part of his monthly rent or whether he is required to pay additional costs for these utilities. If heat and hot water are not included in the tenant's monthly rent and it is the responsibility of the tenant, the landlord is free to make an application for dispute resolution to recover the cost for reconnection of these services from the tenant.

Conclusion

I order the landlord to have the heat and hot water reconnected at the rental unit by March 20, 2019.

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: March 11, 2019

Residential Tenancy Branch