



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

**File No: 31040886**

In the matter of the *Residential Tenancy Act*, SBC 2002, c. 78, as amended

Between

**STEVE SIMPSON, JOY SIMPSON, MASON WILSON,  
PASHIEN WILSON, & SYLVIA SIMPSON, Tenant(s),**

Applicant(s)

And

**ZUN ZHANG, Landlord(s),**

Respondent(s)

Regarding a rental unit at: 12470 - 113B Avenue (Upper), Surrey, BC

Date of Hearing: April 29, 2019, by conference call.

Date of Decision: April 29, 2019

Attending:

For the Landlord: Z. Zhang  
H. Cao, Agent and Translator

For the Tenant: S. Simpson



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## **DECISION**

Dispute Codes: OLC, LRE, PSF

### **Introduction:**

The Application for Dispute Resolution filed by the Tenant(s) seeks the following:

- a. An order that the landlord comply with the Act, Regulations and/or tenancy agreement and compensation for the failure to do so.
- b. An order restricting or suspending the landlord's right to enter the rental unit.
- c. An order that the landlord provide services or facilities required by the tenancy agreement or law.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on March 25, 2019. With respect to each of the applicant's claims I find as follows:

### **Issues to be Decided:**

The issues to be decided are as follows:

- a. Whether the Tenant(s) are entitled to an order that the landlord comply with the Residential Tenancy Act, Regulations and/or tenancy agreement?
- b. Whether the Tenant(s) are entitled to an order restricting or suspending the landlord's right to enter the rental unit?
- c. Whether the tenant(s) are entitled to an order that the landlord provide services or facilities required by the tenancy agreement or law.

### **Background and Evidence:**

The parties entered into a one year fixed term written tenancy that provided that the tenancy would start on October 1, 2018 and end on September 30, 2019. The tenancy agreement provided that the tenant(s) would pay rent of \$1800 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$900 on September 21, 2019.

The written tenancy agreement provided that the rent included water, electricity, heat, internet and storage. There is a further handwritten provision that stated internet and utilities were shared 50/50.

The tenant acknowledged that he was late paying the rent on a few occasions. He provided a detailed summary indicating the water, hot water and internet were turned off for many days starting January 9, 2019 and throughout much of January and February. In addition the tenant was denied access to the laundry. They did not have hot water, laundry and internet from March 2, 2019 to March 25, 2019 (the date this application was filed).

The tenant also testified that he stored his pressure washing machinery in a storage container which was shared with the landlord. The landlord changed the locks on the storage container thus preventing him from accessing his equipment. He provided evidence that as a result he lost a contract which totaled \$1620 plus GST for washing siding and patios for 18 units.

The tenancy relationship has deteriorated between the parties. Threats have been made. The police have been called. The tenants vacated the rental unit on April 26, 2019.

The agent for the landlord gave the following evidence and submissions:

- The tenant failed to pay the rent when due and this caused considerable problems for the landlord for paying off her mortgage. The tenant refused to pay for late charges that she incurred with her bank.
- The storage container was not part of the rent. The tenant refused to pay for the locker usage and as a result she was forced to change the locks.
- The tenant later broke the lock to the storage container.
- The tenants were using the laundry in the middle of the nights.
- She denied threatening the tenants. She further testified the tenants' complaints to the police are unfounded and false.

- The hot water tank broke down and she had no money to repair it because the Tenants failed to pay the rent.

The tenant much of the landlord's evidence

### Analysis

The tenants vacated the rental unit on April 26, 2019. As a result it is no longer necessary to consider the tenants' application to suspend or set conditions on the landlord's right to enter the rental unit or that the landlord provide services or facilities required by the tenancy agreement or law for the future..

I determined the landlord failed to comply with the Residential Tenancy Act, Regulations and tenancy agreement and the tenants are entitled to compensation for the landlord's breach of the Act. Section 7 of the Act provides as follows:

“Liability for not complying with this Act or a tenancy agreement

7 (1) If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

(2) A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.”

The landlord did not have a legal right to cut the hot water, internet and laundry. The failure of the tenant to pay the full rent on time does not give the landlord the right to deny services that were included in the tenancy agreement to the Tenants. The landlord may have claims for the Tenants' breaches but she has not filed an Application for Dispute Resolution and any possible claims are not before me in this hearing.

With regard to each of the Tenants claims I find as follows:

- a. I determined the tenants are entitled to \$25.20 for reimbursement of money paid to the landlord for the internet service for February 2019.
- b. I determine the tenants are entitled to \$33.60 for reimbursement of money paid to the landlord for water for February 2019.

- c. I determined the tenants are entitled to \$80 for the failure of the landlord to provide hot water for the period January 9, 2019 to March 22, 2019 as claimed by the Tenants.
- d. I determined the Tenants are entitled to laundromat charges in the sum \$38.59 for February 8, 2019, \$27.50 for March 14, 2019 and \$16.50 for March 22, 2019 plus \$15 in gas for each of the trips for a total of \$127.64.
- e. The landlord admitted changing the locks for the storage container. I accept the Tenants evidence that despite attempting to get the landlord to open the container so that he could access his equipment she refused or failed to do so. As a result he lost a job which would have paid him \$1620 plus GST. I determined the landlord breached the tenancy agreement in changing the locks to the storage container without giving him a key and denying him access to his equipment. I accept the testimony of the tenant he lost a job which would have earned him \$1620 as a result. I determined he is entitled to this sum. I dismissed the claim for GST the tax is not a loss he has suffered.

Monetary Order and Cost of Filing fee

I ordered the landlord(s) to pay to the tenant the sum of \$1886.44.


It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

**This decision is final and binding on the parties.**

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: April 29, 2019

  
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R.A. Morrison, Arbitrator  
Residential Tenancy Branch



# Residential Tenancy Branch

RTB-136

## Now that you have your decision...

**All decisions are binding and both landlord and tenant are required to comply.**

The RTB website ([www.gov.bc.ca/landlordtenant](http://www.gov.bc.ca/landlordtenant)) has information about:

- How and when to enforce an order of possession:  
Visit: [www.gov.bc.ca/landlordtenant/orders](http://www.gov.bc.ca/landlordtenant/orders)
- How and when to enforce a monetary order:  
Visit: [www.gov.bc.ca/landlordtenant/orders](http://www.gov.bc.ca/landlordtenant/orders)
- How and when to have a decision or order corrected:  
Visit: [www.gov.bc.ca/landlordtenant/review](http://www.gov.bc.ca/landlordtenant/review) to learn about the correction process
- How and when to have a decision or order clarified:  
Visit: [www.gov.bc.ca/landlordtenant/review](http://www.gov.bc.ca/landlordtenant/review) to learn about the clarification process
- How and when to apply for the review of a decision:  
Visit: [www.gov.bc.ca/landlordtenant/review](http://www.gov.bc.ca/landlordtenant/review) to learn about the review process  
**Please Note: Legislated deadlines apply**

To personally speak with Residential Tenancy Branch (RTB) staff or listen to our 24 Hour Recorded Information Line, please call:

- Toll-free: 1-800-665-8779
- Lower Mainland: 604-660-1020
- Victoria: 250-387-1602

Contact any Service BC Centre or visit the RTB office nearest you. For current information on locations and office hours, visit the RTB web site at [www.gov.bc.ca/landlordtenant](http://www.gov.bc.ca/landlordtenant)

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**Residential Tenancy Branch**

#RTB-136 (2014/12)

