



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, FFT

Introduction

This teleconference hearing was scheduled in response to an application filed by the Tenant on May 30, 2019 under the *Residential Tenancy Act* (the “*Act*”) for an Order for the Landlord to comply with the *Act*, *Residential Tenancy Regulation* (the “*Regulation*”), and for the recovery of the filing fee paid for the Application for Dispute Resolution. On June 19, 2019 the Tenant filed an amendment to add a claim to dispute a One Month Notice to End Tenancy for Cause (the “One Month Notice”).

The Tenant and an agent for the Landlord (the “Agent”) were present for the teleconference hearing. The Agent confirmed receipt of the Notice of Dispute Resolution Proceeding package and a copy of the Tenant’s evidence. The Tenant confirmed receipt of a copy of the Landlord’s evidence. Although the Agent stated that they were served with the Notice of Dispute Resolution Proceeding package later than the required three days, the Agent stated that they submitted the evidence they wished to submit and were therefore comfortable proceeding with the hearing as scheduled.

All parties were affirmed to be truthful in their testimony and were provided with the opportunity to present evidence, make submissions and question the other party.

I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Branch Rules of Procedure*. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Preliminary Matters

The Agent in attendance at the hearing was named on the Application for Dispute Resolution as the Landlord. However, the Agent confirmed that he was an agent and provided the corporate name of the Landlord. Therefore, the application was amended to correctly name the Landlord as the corporate name as stated by the Agent at the hearing. This amendment was made pursuant to Section 64(3)(c) of the *Act*.

Issues to be Decided

Should the One Month Notice to End Tenancy for Cause be cancelled?

If the One Month Notice to End Tenancy for Cause is upheld, is the Landlord entitled to an Order of Possession?

Should the Landlord be ordered to comply with the *Act*, *Regulation* and/or tenancy agreement?

Should the Tenant be awarded the recovery of the filing fee paid for the Application for Dispute Resolution?

Background and Evidence

The parties were in agreement as to the details of the tenancy. The tenancy began on April 1, 2014. Current monthly rent is \$1,148.00 plus storage and parking. The Tenant paid a security deposit at the start of the tenancy.

As stated, the Tenant filed an amendment to dispute a One Month Notice. However, the Agent stated that a notice to end tenancy has not been served to the Tenant. The Tenant stated that the Landlord has threatened to end the tenancy but agreed that no official notice to end the tenancy had been served.

Regarding the Tenant's application for the Landlord to comply, the Tenant testified that due to a medical issue that occurred in April 2019 the Landlord is requesting reimbursement for the cost of repairing/replacing the door to the rental unit that was damaged when emergency personnel entered the unit. The Tenant stated that the Landlord's story does not make sense, including that the paramedics did not damage the door but instead that the fire department did.

The Tenant stated that he has received a copy of an invoice but it does not include a breakdown of the costs paid for the door repair. The Tenant stated that he has still not received a detailed invoice despite multiple requests for this information from the Landlord. The Tenant questioned why the Landlord was not able to provide more detailed information regarding the door repair. The Tenant stated that the invoice is fabricated and that it is reasonable for him to request more information before paying. The Tenant submitted a copy of emails between the parties regarding what occurred and the Landlord's request for reimbursement.

The Tenant also stated that the Landlord has been harassing him and threatening to end the tenancy if the Tenant does not pay. The Tenant stated that he would like the Landlord to provide a detailed invoice or withdraw the request for payment. He also stated that along with this, he would like the Landlord to stop harassing him and threatening to end the tenancy.

The Tenant stated that he was conscious when the paramedics arrived at his rental unit and therefore he is aware of what occurred. He submitted copies of medical records and also a written submission in which he outlined the events that occurred regarding the medical emergency.

The Tenant also noted other issues such as fire alarms going off in the building, power outages and illegal entry to his rental unit. He stated that only himself and the Agent have keys to his unit, but that there is evidence that others are entering his unit without permission. He also noted that he was accused of noise violation from his neighbours, despite no one living in the neighbouring units.

The Agent stated that they provided photos and an invoice regarding the door replacement as well as the name of the company that completed the repair, as stated on the invoice. He testified that they used some parts from the previous door and did not charge the Tenant for painting the door. He stated that the invoice is the cost as provided by the door company and that no further breakdown of costs was provided from this company.

The Agent further stated that the Tenant seems to think that issues such as fire alarms and power outages are personal, when they are events that impact the whole building and occur for specific reasons.

The Agent testified that there is no evidence that anyone is entering the Tenant's rental unit illegally and that they have advised the Tenant to contact the police should he be concerned that this is occurring.

Analysis

The parties agreed that the Landlord did not serve a One Month Notice pursuant to Section 47 of the *Act*. I accept the testimony of both parties that there is no notice to end the tenancy in dispute and therefore, I dismiss the Tenant's application to cancel a One Month Notice.

Regarding the Tenant's claim for an Order for the Landlord to comply with the *Act*, *Regulation* and/or tenancy agreement, while the Tenant testified as to a dispute over a payment for a replacement door to the rental unit, I do not find any evidence before me that the Landlord is in breach of the *Act*, *Regulation* or tenancy agreement and should be ordered to comply.

The Tenant requested that the Landlord be ordered to provide a detailed invoice that includes a breakdown of costs or that the request for the Landlord to pay for the door be withdrawn. However, I fail to find that the Landlord is not in compliance with the *Act*, *Regulation* or tenancy agreement by requesting payment for the door. I also note that the Agent stated that they have an upcoming hearing regarding the request for compensation which seems to be a reasonable next step in resolving the dispute over the payment request.

While the Tenant testified as to harassment and threats to end his tenancy, I do not find sufficient evidence to establish that this is occurring. Instead, I find that the Landlord has been requesting payment and now has taken steps to claim for reimbursement through a dispute resolution proceeding where both parties will have a chance to submit testimony and evidence regarding the dispute. Although the conversations through email show that the parties are not in agreement as to whether the Tenant should pay for the door repair, I am not satisfied that the Tenant has established that the Landlord is harassing and threatening the Tenant through these discussions.

I also find insufficient evidence to establish that there are issues regarding disruption to the Tenant in his rental unit such as through illegal entry to his unit. Therefore, I am not satisfied that the Landlord is in breach of the *Act*, *Regulation* or tenancy agreement. Accordingly, I decline to order the Landlord to comply.

As the Tenant was not successful with the application, I decline to award the recovery of the filing fee. The Tenant's application is dismissed in its entirety, without leave to reapply.

Conclusion

The Tenant's Application for Dispute Resolution 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: July 03, 2019

Residential Tenancy Branch