



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      RP, LRE, RR, MNDCT, FFT

### Introduction

This hearing was convened as the result of the tenant's application for dispute resolution under the Residential Tenancy Act ("Act"). The tenant applied for an order requiring the landlord to make repairs to the rental unit, an order suspending or setting conditions on the landlord's right to enter the rental unit, an order allowing a reduction in rent, a monetary order for money owed or compensation for damage or loss under the Act, the tenancy agreement or the regulation, and for recovery of the filing fee paid for this application.

The tenant and the landlord's agents attended, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

At the outset of the hearing, no issues were raised regarding service of the application or the other's evidence.

Thereafter the participants were provided the opportunity to present their evidence orally and to refer to relevant evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all relevant evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (the "Rules"); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

### Issue(s) to be Decided

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

Is the tenant entitled to an order suspending or setting conditions on the landlord's right to enter the rental unit?

Is the tenant entitled to an order allowing a reduction in rent?

Is the tenant entitled to a monetary order for money owed or compensation for damage or loss under the Act, the tenancy agreement or the regulation?

Is the tenant entitled to recovery of his filing fee paid for this application?

### Background and Evidence

The tenant's evidence showed that this tenancy began on January 15, 2019, for a fixed term through January 31, 2020, monthly rent is \$1,995.00, and the tenant paid a security deposit of \$997.50.

#### *Request for repairs-*

In support of his application on this issue, the tenant submitted that he brought to the landlord's attention on January 16, 2019, about a loud noise in the dryer, described as a loud grinding noise.

The tenant said the landlord hired a company, with the first visit lasting two hours. Despite three attempts to fix the dryer noise, it is still too loud.

The tenant submitted he was informed that the noise was normal for the age of the machine. The tenant said the loud noise continues and has never been dealt with. The tenant submitted video/audio evidence of the dryer when it is running.

The tenant also submitted that there is a draft at the front door, which needs to be addressed, but has not. The tenant submitted that he suffered extremely cold air coming into his rental unit during the winter months, and is still an issue at present.

#### *Landlord's response-*

The landlord submitted that the dryer has and continues to function properly; however in an attempt to make the tenant happy, the landlord paid the dryer's manufacturer, LG, to do a complete and full inspection for any service or parts. According to the landlord, the dryer was inspected twice by local service technicians, the last one being on June 17, at

which time the dryer was dismantled, the parts were lubricated, and it was put back together. There were no replacement parts needed or recommended. The dryer was completely serviced and there was less noise. The landlord submitted a service report that said the “noise from the dryer is normal” and LG’s report said “Tech didn’t find any problem with the condensation dryer”.

The landlord submitted copies of the service invoice and reports.

As to the front door issue, the landlord submitted that the strata owns and maintains the exterior of the building including doors, windows, etc. The strata investigated the tenant’s complaint about a severe draft at the door and door frame.

The landlord submitted that the strata hired a contractor to deal with the issue, who reported back to the strata.

The contractor reported that he met with the tenant and found no door/structural issues. The contractor reported that he adjusted the door bottom sweep so that it had a “more positive connection with the door threshold when closed”.

The contractor also reported that the door sweep end was cut back slightly to leave a small gap of air to come in. This is only noticed when the exhaust fan was on creating a negative air situation. The landlord supplied a copy of the contractor and strata reports.

The landlord submitted further that the rental unit is a tight unit and there needs to be an outside source of air to keep humidity down. The landlord submitted that there are three door sweeps, on the interior, exterior and inside the door, and that the weather stripping issue was due to too much pressure by the tenant when closing the door.

The landlord submitted photographs of the door structure.

*Order suspending or setting conditions on the landlord’s right to enter the rental unit-*

The tenant submitted that the landlord and landlord’s agent have not complied with their obligations under the Act when attending and entering his rental unit. Some visits are unannounced and unscheduled. The tenant submitted a list of visits and copies of email correspondence between the parties, beginning January 16, 2019 through April 10, 2019, all concerning the issues surrounding the requested repairs.

*Landlord's response-*

The landlord denied being in contravention of the Act. In referring to the tenant's evidence of the lists of visits, the landlord submitted that on five of the visits, the landlord's agent arrived at the rental unit and was welcomed by the tenant. Another visit was between the strata management and the tenant. One visit was per the service letter for the dryer, and two other visits were to drop off documents per section 88 of the Act.

*Reduction in rent; compensation for loss of quiet enjoyment-*

The tenant stated he is entitled to 33% reduction in his monthly rent due to the landlord's failure to provide the necessary repairs and by taking away his abilities to enjoy the rental unit. The inability to enjoy the rental unit was from a freezing cold rental unit and dryer noises. The tenant submitted that he is entitled to \$75.00 per visit, for nine visits, which figure is based on his loss income.

The tenant's monetary claim listed on his monetary order worksheet is \$718.44, comprised of \$675.00 for loss of quiet enjoyment, \$33.59 for registered mail costs, and \$9.85 for a USB flash drive.

The tenant submitted his loss of quiet enjoyment was for time missed from work and personal obligations for the nine visits by the landlord or their agents.

The tenant submitted photographs of the rental unit and an audio/video clip in which he carries around a temperature gauge for different locations in the rental unit.

*Landlord's response-*

The landlord submitted that temperatures were exceptionally cold this year and out of the norm; however, the temperatures would not have diminished the tenant's ability to enjoy his rental unit. The heating system was working.

The landlord submitted the rental unit has a forced air heating system with the hot air coming out close to the ceiling and that temperatures will be lower near floors, doors, windows, external walls, etc. and warmer near ceilings. The landlord submitted it is "quite unreasonable to expect that temperatures at the floor and ceiling would be the same temperature at the location of the thermostat".

The landlord submitted that at no time was a repair, service or facility not been provided to the tenant and that there is no proof of loss by the tenant.

## Analysis

Based upon the relevant evidence and a balance of probabilities, I make the following findings:

### *Request for repairs-*

Section 32 of the Act requires that a landlord must provide and maintain a rental unit in a state of repair that complies with the health, safety, and housing standards required by law and having regard for the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

Where a tenant requests such repairs, I find the landlord must be afforded a reasonable amount of time to take sufficient action.

In this case, I find the evidence shows quite clearly that the landlord's agents dealt with the tenant's requests concerning the claimed excessive dryer noise and front door draft promptly after receiving the tenant's request.

I find the landlord's response was to hire the manufacturer for a service inspection, who in turn, had other service professionals attend to the dryer. The landlord received a response from the service company that the dryer was working as it was supposed to.

After listening to the audio clip of the dryer, I did not find the noise excessive.

I am unsure of anything else the landlord could do in this situation.

Likewise, I find the evidence shows that the landlord fully and timely addressed the issues brought forth concerning the draft at the front door. The evidence shows that the strata dealt with the exterior door and that the landlord provided door sweeps in the interior and within the door.

I find the landlord's explanation that it is necessary to have a source for some air to escape to avoid excessive humidity to be reasonable. I also was not convinced that the tenant's video of the air temperature around the rental unit proved his assertion. The temperatures were varying degrees. In one instance, the temperature recorded 30 degrees and near the bottom of the glass door on a winter night, the temperature was much colder. However, I do not find it reasonable that the tenant would be impacted by

this air at the bottom of the front door, when the rest of the rental unit was much warmer.

I find the evidence shows that the landlord complied with their obligation under the Act to address the tenant's repair requests in a timely manner and I find this response to be comprehensive and thorough.

I therefore find the tenant failed to submit sufficient evidence supporting this part of his application, and it is dismissed.

*Order suspending or setting conditions on the landlord's right to enter the rental unit-*

I deny the tenant's request. A review of the evidence shows that the tenant made numerous requests of the landlord and I find the landlord made timely attempts to deal with the issues raised by the tenant.

Although the tenant lists 9 visits by the landlord or others, I find the tenant was not specific in what way the landlord violated the Act. For instance, the tenant lists the landlord's agent made unannounced visits on January 16 and February 28, 2019, after a complaint, but it was not made clear by the tenant how this violated the Act. In other words, the tenant never specified as to whether the landlord's agent attempted to enter the rental unit, was invited in, or was denied entry.

One other instance, the tenant said the strata contractor scheduled a visit to inspect the front door. Again, the tenant did not prove the landlord violated his rights under the Act from this visit by a third party.

The tenant also writes that the landlord's agent made visits to address the repair requests, with the result being, "not successful". I find this to be vague and uninformative.

The tenant writes that the landlord's agent makes an unannounced visit to drop off a letter. Under the Act, either party may serve documents by posting the document on the door.

For the above reasons, I find the tenant submitted insufficient evidence to support his request for an order suspending or setting conditions on the landlord's right to enter the rental unit and it is dismissed.

*Reduction in rent; compensation for loss of quiet enjoyment-*

For the reasons addressed in my findings above, as I have found the landlord provided the necessary repairs in a timely and comprehensive manner, I dismiss the tenant's claim for a reduction in rent.

As to the tenant's claim for compensation for loss of quiet enjoyment, which in this case, was for time missed from work and personal obligations, I find it was the tenant's choice to be in attendance when his repair requests were being dealt with, as he was not obligated under the Act to do so. I have no authority under the Act to grant the tenant compensation for choices made by the tenant.

I therefore dismiss his claim for \$675.00.

As to the tenant's claim for registered mail costs and a USB flash drive, the Act does not provide for the reimbursement of expenses related to disputes arising from tenancies other than the filing fee. This claim is dismissed.

As I have dismissed each portion of the tenant's application for request for repairs, a request for an order suspending or setting conditions on the landlord's right to enter the rental unit, and for monetary compensation, I decline to award him recovery of the filing fee.

Due to the above reasons, I dismiss the tenant's application in full, without leave to reapply.

Conclusion

The tenant's application is dismissed, for the reasons stated above.

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 30, 2019

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Residential Tenancy Branch