



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      LRE, OLC

### Introduction

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

- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62; and
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The parties acknowledged receipt of evidence submitted by the other. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

### Issue(s) to be Decided

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

Is the tenant entitled to an order that would place conditions on the landlord entering the unit?

### Background and Evidence

Both parties agreed to the following: The tenancy began March 16, 2019 and is for a fixed term until March 16, 2020 and then on a month to month basis. The current

monthly rent is \$3000.00 and that the tenant paid a \$1500.00 security deposit. The tenant is responsible for the oil heating costs and electricity.

The tenant gave the following testimony. The tenant testified that the landlord was not present when they viewed the home, picked up the keys or negotiated the terms of their agreement. The tenant testified that the landlord's realtor carried out these duties on behalf of the landlord. The tenant testified that a written move in condition inspection report was not conducted at the outset of the tenancy. The tenant submits that since there is only a verbal agreement, the lease is incomplete and should be corrected. The tenant submits that they have concerns that the landlord will end the tenancy at the end of the fixed term and wishes for that to be clarified as well. The tenant testified that the landlord's agent has been very casual in their approach and failed to carry out their obligations under the Act.

The landlord gave the following testimony. The landlord testified that her realtor handled the renting of the unit and all associated paper work. The landlord testified that she believes the realtor carried out all necessary functions and completed all the documentation. The landlord testified that the tenants are responsible for water and sewer and should be paying for it.

### Analysis

The relationship between these two parties is an acrimonious one. Both parties were cautioned numerous times about their behaviour and demeanour during the hearing. The parties continually spoke over each other, especially at the end of the conference as I was giving the parties the information as to what the decision would entail and the process in which they would receive it. The parties continued to speak over me as I exited the conference.

Firstly, I address the tenants request for an order to suspend or place conditions on the landlords right to enter the unit or suite. The tenant was **given a full opportunity** to present their case, however; they remained silent on this point and were more interested in discussing a monetary claim for which they did not apply for. Based on the insufficient evidence before me, I dismiss this portion of the tenant's application.

I now address the tenants three items that she requested the landlord be compelled to do, they are:

- Enter into a new signed tenancy agreement;

- Compel the landlord to conduct a written condition inspection report; and
- Order that the landlord not end the tenancy at the end of the fixed term and to allow the tenants to remain.

The parties agreed to several of the terms of the tenancy during this hearing and as I have outlined above in the background and evidence. The parties are at liberty to renegotiate terms if they so choose and enter into a new agreement. I decline to make an order compelling the parties to enter into a new signed tenancy agreement, compel the landlord to conduct a written condition inspection report and order the landlord to continue the tenancy as requested by the tenant. The above would amount to providing legal advice to the parties, which is outside my scope as an Arbitrator at this hearing.

### Conclusion

The tenant's application is dismissed in its entirety 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: September 26, 2019

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Residential Tenancy Branch