



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPREIT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes LRE, RR

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to suspend or set conditions on the landlords right to enter the rental unit, and to be allowed to reduce rent.

Both parties appeared, gave affirmed testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

Issues to be Decided

Should the landlord's rights be suspended or set conditions on the landlord's right to enter the unit?

Is the tenant entitled to a rent reduction?

Background and Evidence

The tenancy began on February 1, 2019. Rent in the amount of \$1,150.00 was payable on the first of each month. A security deposit of \$575.00 was paid by the tenant.

The tenant testified that they simply want the landlord to comply with the Act, when giving notices to enter the rental unit. The tenant stated they have been given notices

that just say between 9 to 5 Monday to Friday. The tenant stated that is too big of a window.

The tenant submits as evidence multiple notices given by the landlord to enter the premises.

The tenant testified that they should be entitled to a rent reduction of \$500.00 per month commencing June 2019, and to continue for the balance of the tenancy. The tenant stated that they have lost quiet enjoyment of the rental unit as the landlord's maintenance workers and the landlord are parking outside their window and are looking in to their window.

The tenant testified that this triggers their posttraumatic stress disorder and they need the money to continue counselling as their veteran affairs allotment has been used.

The tenant submitted photographs of vehicles parked outside their unit and a video.

The landlord testified that the notices to enter were given during repairs for a leaking ceiling and there were multiple trades involved, such as asbestos company, drywaller and painters. The landlord stated they could not give any other specific times as it was based on when the trades would show up that week to do the work.

The landlord testified that they have considered the tenant complaint of the blanket window and have been trying to give better times.

The landlord testified they do avoid parking outside the tenant's unit; however, it is in the parking area and close to the back door and often they need to park there, or the trade workers need to park there to make repairs. The landlord stated that the workers are not looking in the tenant's rental unit which is supported by the tenant's video.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Landlord's right to enter rental unit restricted

29 (1) A landlord must not enter a rental unit that is subject to a tenancy agreement for any purpose unless one of the following applies:

(b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:

- (i) the purpose for entering, which must be reasonable;
- (ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees;

Landlord and tenant obligations to repair and maintain

32 (1) A landlord must provide and maintain residential property in a state of decoration and repair that

- (a) complies with the health, safety and housing standards required by law, and
- (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

In this case, the landlord gave the tenant notice to enter the unit Monday to Friday between 9am to 5pm. The landlord was making repairs to the premise due to a leaking ceiling and multiple trades were involved. While I accept the notice to enter was for an entire week, I find it was not within the landlord control to get exact times and dates of the trades. I do not find this a breach of the Act, as the landlord gave notice to enter and were required to make the repairs under section 32 of the Act.

Further, the landlord has taken the tenants concerns into account when issuing future notices to enter. I find it not necessary to suspend or set condition on the landlord's right to enter. Therefore, I dismiss this portion of the tenant's application.

In this case the tenant seeks a rent reduction of \$500.00 per month for the landlord and the landlord's maintenance workers parking outside their window. However, this is not a violation of the Act as this is a parking area on the landlord's property, and when needed the workers park along the laneway.

Further, I do not accept the tenant's evidence that the workers are looking in their window interfering with their rights to quiet enjoyment. The video recording submitted by the tenant shows the worker in the vehicle did not even look in the direction of the tenant's unit.

I find the tenant's action troubling as they are video recording a worker that is simply there for work and not to harass the tenant. The tenant should be aware that this behaviour is not acceptable as it could be determined harassment of workers.

Furthermore, there is a small fence between the tenant's unit and the vehicles, this is blocking most of the view the tenant has from their window. The tenant has curtains that they can use if they find this bothersome. This is not grounds for a rent reduction as the tenant is receiving the facility and services they were provided in their tenancy agreement.

While I accept that having vehicles park outside their window may trigger their posttraumatic stress disorder; however, these are normal daily activities that can be expected when living on the ground floor of a building and adjacent to the parking area.

In addition, I find it troubling that the tenant is not getting enough support from veteran's affairs to help deal with their triggers of posttraumatic stress disorder; however, I find that is not the fault of the landlord. Therefore, I dismiss the tenant's application for a rent reduction.

Conclusion

The tenant's application is dismissed.

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: October 10, 2019

Residential Tenancy Branch