



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: DRI, LAT, LRE, MNDCT, MNRT, OLC, PSF, RP, RR,

Introduction:

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

- a. An order disputing a rent increase that is above the amount allowed by law.
- b. An order authorizing the change of locks.
- c. An order suspending or setting conditions on the landlord's right to enter the rental unit.
- d. A monetary order in the sum of \$6950
- e. An order that the landlord comply with the Act, Regulations and/or tenancy agreement.
- f. An order that the landlord provide services or facilities required by the tenancy agreement or law.
- g. A repair order
- h. An order for the reduction of rent for repairs, or services or facilities agreed upon but not provided.

The Landlord failed to appear at the scheduled start of the hearing which was 9:30 a.m. on November 1, 2019. The Tenant was present and ready to proceed. I left the teleconference hearing connection open and did not start the hearing until 10 minutes after the schedule start time in order to enable the landlord to call in. The landlord failed to appear. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I then proceeded with the hearing. The tenant was given a full opportunity to present affirmed testimony, to make submissions and to call witnesses.

On the basis of the solemnly affirmed evidence presented at the hearing a decision has been reached. All of the evidence was carefully considered.

I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on September 20, 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 is entitled to an order disputing a rent increase that is above the amount allowed by law.
- b. Whether the tenant is entitled to an order authorizing the change of locks.
- c. Whether the tenant is entitled to an order suspending or setting conditions on the landlord's right to enter the rental unit.
- d. Whether the tenant is entitled to a monetary order and if so how much?

- e. Whether the tenant is entitled to an order that the landlord comply with the Act, Regulations and/or tenancy agreement.
- f. Whether the tenant is entitled to an order that the landlord provide services or facilities required by the tenancy agreement or law.
- g. Whether the tenant is entitled to a repair order
- h. Whether the tenant is entitled to an order for the reduction of rent for repairs, or services or facilities agreed upon but not provided.
- i. Whether the tenant is entitled to an order to recover the cost of the filing fee.

Background and Evidence:

The tenancy began on or about June 1, 2019. The tenancy agreement provided that the tenant(s) would pay rent of \$600 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$300 or \$350 at the start of the tenancy. The tenant testified the landlord increased the rent to \$800 which he paid for the months on August, September and October 2019.

The tenant vacated the rental unit on or about October 21, 2019.

The tenant testified the landlord has stolen his briefcase which contained his documentation of the claims made in this application.

Analysis:

As the tenancy has come to an end and the tenant has vacated the rental unit I determined the following claims were moot and I ordered that those claims be dismissed:

- Tenant Application for an order authorizing the change of locks.
- Tenant Application for an order suspending or setting conditions on the landlord's right to enter the rental unit.
- Tenant Application for an order that the landlord comply with the Act, Regulations and/or tenancy agreement.
- Tenant Application for an order that the landlord provide services or facilities required by the tenancy agreement or law.
- Tenant Application for a repair order

Tenant Application for An order disputing a rent increase that is above the amount allowed by law

The tenant testified the tenancy the rent was initially set at \$600 per month. However, the landlord demanded and the tenant paid \$800 per month for the months of August, September and October 2019.

The Residential Tenancy Act provides that a landlord is only permitted to increase the rent in accordance with the Act which requires the landlord to use the approved government form, limits

the amount of rent increase to what is permitted by regulations and can only be increase after one year has been expired. It further provides that if the rent is increased contrary to these provisions the tenant can recover that increase from the landlord.

I determined the tenant is entitled to recover the rent increases of \$200 per month for the months of August, September and October 2019 for a total of \$600.

Tenant Application for an emergency repair:

The tenant testified the landlord refused to install firm alarms and Carbon Monoxide detectors in the unit and he purchased and installed them at a cost of \$150. I determined the tenant is entitled to recover this sum.

Tenant Application for an order for the reduction of rent for repairs, or services or facilities agreed upon but not provided.

The tenant testified the rental unit was without power and water for approximately 7 weeks. He claimed \$800 for the reduced value of the tenancy. He further testified he ran a generator at a cost of \$50 a day but was not able to provide receipts as they were in the briefcase taken by the landlord. In the circumstances I determined the tenant is entitled to \$500 for this claim. .

Tenant Application for a Monetary Order:

The Application for Dispute Resolution filed by the Tenant seeks a monetary order in the sum of \$6000 as well as an order for the return of the security deposit. I dismissed these claims with leave to re-apply for the following reasons:

- The tenant is only entitled to make a claim for the return of the security deposit after he has first provided the landlord with his forwarding address in writing and waited 15 days (thus giving the landlord an opportunity to file a claim against it).
- The tenant has numerous serious claims against the landlord including the causing carbon monoxide poisoning and stealing and selling many of the tenant's personal belongings. The tenant was not able to provide documentary evidence to prove his health problems were caused by the landlord and to prove the quantum of his monetary loss.
- The tenant testified the landlord taken other items of personal property since this Application for Dispute Resolution was filed.

In the circumstances as the landlord was not present at this hearing I determined it was appropriate to dismiss those claims with leave to re-apply so that the tenant can file a new claim that fully particularizes his claims including his quantum of loss and thus provide the landlord with an opportunity to dispute the claims.

Conclusion:

I ordered the landlord(s) to pay to the tenant the sum of \$1250.

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: November 01, 2019

Residential Tenancy Branch