



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding REVELSTOKE PROPERTY SERVICES & BC  
HOUSING and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OLC, FFT

### Introduction

On September 09, 2020, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) asking that the Landlord comply with the Act, Regulation, or Tenancy Agreement.

The matter was set for a conference call hearing. Both parties appeared at the hearing. The hearing process was explained, and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence, orally and in written and documentary form, and make submissions to me. The parties testified that they have exchanged the documentary evidence before me.

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

### Issues to be Decided

- Is the Tenant entitled to an order for the Landlord to comply with the Act, Regulation, or the tenancy agreement?

### Background and Evidence

The Landlord and Tenant both testified that the tenancy began in July 2017 and is on a month to month basis. Rent in the amount of \$1,000.00 is to be paid to the Landlord by the first day of each month. The Tenant testified that she paid the Landlord a security deposit of \$500.00. The Tenant rents a unit in a multi-unit rental property.

The Tenant testified that the Landlord is not doing what he is supposed to be doing regarding cleaning of the rental property and in regard to posting notifications for Tenants.

The Tenant testified that the Landlord is cautioning her about her behavior and warning her that he may issue her a notice to end tenancy. She testified that the Landlord informed her they are in the process of writing up a final warning letter.

The Tenant testified that she has not received a final warning letter and she has not received a notice to end tenancy from the Landlord.

The Tenant stated that the Landlord is harassing her because she is being vocal about what she perceives as the Landlords failure to deal with notifications to residents regarding ongoing renovations at the rental property. She testified that the Landlord has photographs of her in a construction zone area.

In response to the Tenant's testimony, the Landlord testified that there is nothing to support the Tenant's claim. The Landlord testified that BC Housing purchased the residential property in June 2019, and the Landlord was contracted to manage the property.

The Landlord stated that there are substantial renovations being made to the property and many areas are active construction zones. He testified that Tenants were notified that they are restricted from entering the construction zones. The Landlord testified that the Landlord received complains that the Tenant was entering construction zones and she continues to enter the zones. He testified that the Tenants were compensated with a 30% reduction in rent during the construction from May 2020 to October 2020.

The Landlord testified that they spoke to the Tenant and told her to stop entering the zones because it presents a danger. The Landlord stated that they informed the Tenant that if she continues to breach the restriction, the Landlord would issue a notice to end tenancy.

The Landlord stated that the construction was wrapping up, so the Landlord never issued the Tenant a warning letter or a notice to end tenancy.

### Analysis

Section 32(1) of the Act states that 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 the tenant.*

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

The issue for me to determine is whether or not the Landlord is complying with the Act. Do the Landlords' actions amount to a breach of the Tenants right to quiet peaceful enjoyment of the property?

I find that the Landlord is entitled and obligated to make repairs to the rental property as the Landlord has an obligation to provide and maintain the residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law and making it suitable for occupation.

I find that for safety reasons it is reasonable for the Landlord to restrict tenants from entering ongoing construction areas. I find that that the Landlords have not breached the Act by restricting access to these construction areas and have not breached the Act by warning the Tenant to stay out of those areas.

I find that the Tenant was entering the restricted zones and while I note that a final warning was not issued to the Tenant, I find that a warning letter would have been reasonable and appropriate. I find that the Landlords' actions do not amount to harassment.

The Tenant's application for an order that the Landlord to comply with the Act is not successful and is dismissed without leave to reapply.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. Since the Tenant was not successful with her application, the Tenant's request to recover the filing fee is denied.

### Conclusion

The Tenant's application for an order that the Landlord to comply with the Act is not successful and 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: November 10, 2020

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Residential Tenancy Branch