



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cascadia Apt Rentals
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FFT, MNDCT, RR, RP, LRE

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on December 29, 2020 (the “Application”). The Tenant applied as follows:

- For an order that the Landlord make repairs to the unit or property
- For compensation for monetary loss or other money owed
- To reduce rent for repairs, services or facilities agreed upon but not provided
- To suspend or set conditions on the Landlord's right to enter the rental unit
- For reimbursement for the filing fee

The Tenant appeared at the hearing. The Agent for the Landlord appeared at the hearing. I explained the hearing process to the parties. I told the parties they were not allowed to record the hearing pursuant to the Rules of Procedure (the “Rules”). The parties provided affirmed testimony.

Both parties submitted evidence prior to the hearing. I addressed service of the hearing package and evidence and no issues arose.

The parties were given an opportunity to present relevant evidence and make relevant submissions. I have considered all oral testimony of the parties and all documentary evidence submitted. I have only referred to the evidence I find relevant in this decision.

Issues to be Decided

1. Is the Tenant entitled to an order that the Landlord make repairs to the unit or property?

2. Is the Tenant entitled to compensation for monetary loss or other money owed?
3. Is the Tenant entitled to a reduction in rent for repairs, services or facilities agreed upon but not provided?
4. Is the Tenant entitled to an order suspending or setting conditions on the landlord's right to enter the rental unit?
5. Is the Tenant entitled to reimbursement for the filing fee?

Background and Evidence

A written tenancy agreement was submitted, and the parties agreed it is accurate. The tenancy started December 01, 2015. Rent is currently \$1,325.00 per month.

The majority of the Tenant's claim relates to damage to the rental unit caused by two separate floods which occurred in other rental units in the building. The Tenant testified as follows in relation to the claim, floods and damage to the rental unit.

The floods caused water damage to the rental unit. The Landlord was reckless in their handling of repairs. The Landlord did the repairs themselves with some unknown company. The repairs were not done properly, and the Landlord delayed repairs for months. The Landlord did not provide the Tenant information about when the repairs would be done. Baseboards in the rental unit were removed and not replaced. The rental unit needs to be painted. There is tape on the ceiling and walls of the rental unit.

When the floods occurred, water poured through the ceiling and came down the walls of the rental unit. The Landlord did not remove the drywall in the rental unit. The Landlord put dehumidifiers in the rental unit which were on 24 hours a day and made the rental unit unlivable. The Landlord simply painted over the water stains which is not acceptable. There are places in the ceiling that are soft due to the water damage. The structural integrity of the drywall is gone due to the water damage. The Tenant is asking that the repairs be done properly, and that mold remediation be done.

The Tenant was forced to move out of the rental unit due to the damage. The Tenant was out of the rental unit for five weeks due to the first flood and longer due to the second flood. The Tenant had insurance and their insurance provider put them up in a hotel; however, the Tenant had to pay two insurance deductibles of \$750.00 each as

well as rent while the Landlord repaired the rental unit. The Landlord only offered the Tenant \$50.00 as compensation for this.

The Landlord states that none of the other tenants moved out of their rental units; however, this is because none of the other tenants had insurance. The Landlord is obligated to protect each tenant from damage caused to their rental unit no matter how it is caused. The Landlord should have ensured other tenants in the building had adequate liability insurance.

The parties provided the following testimony and submissions in relation to the specific issues raised in the Application.

An order that the Landlord make repairs to the unit or property

The Tenant sought a repair order in relation to the following:

- Drywall
- Flooring
- Toilet
- Finish painting and installing baseboards and remove tape from the rental unit
- Have the rental unit and building fumigated due to silverfish
- Fix underground entrance key lock
- Clean up garbage and building materials outside of the rental unit balcony
- Clean stairwells
- Vacuum carpet daily and apply solution to kill silverfish
- Clean entrance daily

Drywall

The Tenant sought an order that all the drywall in the rental unit be removed and replaced. The Tenant reiterated that the drywall was not replaced after the floods. The Tenant testified that the Landlord simply let the drywall dry out and painted over the water stains. The Tenant submitted that the structural integrity of the drywall is gone due to the water damage.

The Agent testified as follows. Water did seep down the walls and ceiling of the rental unit. There was no water in the bedrooms. The water was mostly in the dining room. The drywall affected by the floods was cut out and replaced. Two dehumidifiers were

placed in the rental unit. There was no mold detected in the rental unit. A moisture reading test was done and everything came back normal.

Flooring

The Tenant sought an order that the Landlord remove and replace all the flooring in the rental unit. The Tenant submitted that the flooring requires mold remediation. The Tenant testified as follows. There was water all over the floor throughout the rental unit due to the floods. The first flood caused damage to the living room, kitchen, dining room and hallway. The second flood caused damage to everything including the contents of the rental unit.

The Agent testified as follows. The repair person removed the baseboards and checked the flooring. The flooring was tested and there was no mold in the flooring. The Landlord was told everything below the flooring had safe levels of moisture.

Toilet

The Tenant testified that the toilet works but that there was water damage in the bathroom and there is still tape on the ceiling and floor of the bathroom.

Finish painting and installing baseboards and remove tape from the rental unit

The Tenant testified as follows. There are no baseboards in the living room or dining room of the rental unit. Parts of the rental unit have been painted but there is still painting that needs to be done. There is tape in the bedroom and bathroom that needs to be removed.

The Agent testified as follows. The Landlord sent the Tenant an email about painting the rental unit and the Tenant did not respond. There is painting to do in the rental unit; however, the Landlord requires the Tenant's authorization to paint. The baseboards in the rental unit are on. The tape in the rental unit has been removed.

Have the rental unit and building fumigated due to silverfish

The Tenant testified that there are silverfish in the rental unit and building and that the Tenant has asked the Landlord to address this previously.

The Agent testified that the Landlord has pest control attend every month to treat the common areas of the building and some of the rental units due to silverfish.

Fix underground entrance key lock

The Tenant testified that the underground entrance key lock does not work intermittently.

The Agent testified that the underground key lock has been fixed and does work.

Clean up garbage and building materials outside of the rental unit balcony

The Tenant testified that repairs were done to another rental unit and garbage and construction debris have been left outside the rental unit for over a month.

The Agent testified that contractors are renovating balconies and do put garbage down below. The Agent testified that the contractors are not finished with the renovations and will remove the garbage eventually.

In reply, the Tenant testified that other tenants are throwing garbage outside of the rental unit balcony and animals are being attracted to the area.

Clean stairwells

The Tenant testified that the stairwells in the building are disgusting and have not been cleaned in months.

The Agent testified that this issue has been addressed.

Vacuum carpet daily and apply solution to kill silverfish

The Tenant testified that the carpets are never vacuumed.

The Agent testified that the carpets are vacuumed on a regular basis.

Clean entrance daily

The Tenant testified that garbage piles up in the entrance and it should be cleaned on a regular basis.

The Agent testified that the entrance is cleaned on a regular basis.

For compensation for monetary loss or other money owed

The Tenant sought the following compensation:

Item	Description	Amount
1	Filing fee	\$100.00
2	Loss of use of rental unit	\$3,484.80
3	Insurance deductibles	\$1,500.00
4	Hydro bills	\$352.89
5	Cleaning allowance	\$300.00
6	Shaw cable service while away from the rental unit	\$138.20
7	Costs relating to claim (cost of sending packages and copying)	\$30.03
	TOTAL	\$5,905.92

#2 Loss of use of rental unit

The Tenant testified as follows. The Tenant was out of the rental unit for 65 days due to the floods. The Tenant is seeking compensation for rent for these 65 days. There were four dehumidifiers in the rental unit after the first flood and 11 after the second flood. The dehumidifiers were running 24 hours a day. The Landlord had not repaired the rental unit during this time. It was not safe to live in the rental unit while the repairs were being done. The Tenant did not know if the ceiling would collapse on them.

The Agent testified as follows. Eleven units were affected by the floods and only one other tenant went to a hotel for one night due to the floods. The rest of the tenants remained in their units. Even the tenant who lived in the unit that flooded stayed in their unit. The other tenants also had dehumidifiers in their units, and they left them on during the day and turned them off at night. The rental unit may not have been livable for the first day when water was coming into the rental unit. However, once the dehumidifiers were in the rental unit, it was livable. There were two dehumidifiers placed in the rental unit after each flood.

In reply, the Tenant clarified that they are seeking additional compensation for the following reasons. The Tenant returned from out of the country and the rental unit was a disaster and repairs were not complete. The Tenant had to quarantine and could not do so in the rental unit. The Tenant's insurance company paid for the Tenant to stay in

a hotel for a further two weeks. Given this, the Tenant is seeking compensation for rent for 80 days in total.

In reply, the Agent submitted that the Landlord should not have to pay for the Tenant to stay in a hotel for an additional two weeks when the Tenant could have stayed in the rental unit.

#3 Insurance deductibles

The Tenant sought the two insurance deductibles they paid to their insurance company for the insurance company to pay for the Tenant to live in a hotel while not able to live at the rental unit.

The Agent submitted that the deductibles are the responsibility of the Tenant to pay because the rate depends on the person. The Agent submitted that the Tenant could have stayed in the rental unit. The Agent said it is possible the Tenant needed to be out of the rental unit for two days, but not for 65 days.

#4 Hydro bills

The Tenant sought compensation for the cost of hydro while the Tenant was not living at the rental unit. The Tenant testified that the cost of hydro includes the cost to run the dehumidifiers.

The Agent took issue with the bills provided and stated that they do not have details showing the costs included in the bill. The Agent submitted that there would be a base usage included in the bills. The Agent submitted that the Landlord cannot know what portion they are responsible for without a detailed breakdown of the costs included in the bill. The Agent testified that the Landlord offered the Tenant \$50.00 as compensation for this issue.

#5 Cleaning allowance

The Tenant sought compensation for seven to eight hours of cleaning they did due to the floods and repairs in the rental unit.

The Agent agreed to compensate the Tenant \$300.00 for cleaning done by the Tenant up to the date of the hearing.

#6 Shaw cable service while away from the rental unit

The Tenant sought compensation for the cost of Shaw cable services which the Tenant had to pay for but could not use while away from the rental unit.

The Agent disagreed with this request and testified that the Tenant could have stayed in the rental unit and would have had cable services at the hotel.

To reduce rent for repairs, services or facilities agreed upon but not provided

The Tenant advised that they are not seeking a separate rent reduction and that this request is covered by the compensation request for the 65 days they could not live in the rental unit.

To suspend or set conditions on the landlord's right to enter the rental unit

The Tenant sought an order that the Landlord request permission to enter the rental unit because someone came into the rental unit and went through the Tenant's personal belongings and dresser. The Tenant stated that they do not trust the Landlord and want to be present when agents for the Landlord are in the rental unit.

The Agent disagreed that anyone entered the rental unit and went through the Tenant's personal belongings.

Evidence

The Tenant submitted the following relevant documentary evidence:

- A chronology of events authored by the Tenant
- Letters from the Tenant to the Landlord
- A maintenance request from the Tenant dated February 28th
- Correspondence between the Tenant and their insurance company
- Hydro bill notifications
- Documentation regarding the Tenant's hotel stays
- Information sheet about painting over mold
- Shaw invoices

The Landlord submitted the following relevant documentary evidence:

- Contractor Reports
- Emails about remediation
- Emails between the Tenant and Landlord
- Emails about interactions with the Tenant
- Text messages between the Tenant and Landlord

Analysis

Pursuant to rule 6.6 of the Rules, it is the Tenant as applicant who has the onus to prove the claim. The standard of proof is on a balance of probabilities meaning it is more likely than not the facts occurred as claimed.

When one party provides a version of events in one way, and the other party provides an equally probable version of events, without further evidence, the party with the burden of proof has not met the onus to prove their claim and the claim fails.

The majority of the Tenant's claims are being dismissed without leave to re-apply due to a lack of compelling evidence to support the Tenant's testimony and self-authored evidence. I do not find the self-authored evidence of the Tenant, such as the chronology of events, letters authored by the Tenant and emails authored by the Tenant, sufficient to prove the claims when the Agent has disputed the Tenant's testimony and evidence. When there is a dispute between the parties about the issues, I would expect to see independent evidence such as videos, photos, witness statements or inspection reports to support the Tenant's position. The Tenant has not submitted this type of evidence to support their position.

I emphasize that the Landlord does not have the onus to disprove any of the claims in the Application. For example, the Landlord does not have the onus to prove repairs are not required or have been done. To obtain a repair order, the Tenant as applicant must prove that repairs are required.

An order that the Landlord make repairs to the unit or property

Section 32 of the *Act* states:

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.

Drywall

The parties disagree about whether the drywall in the rental unit needs to be removed and replaced.

I do not find the self-authored evidence of the Tenant sufficient to prove the drywall in the rental unit needs to be removed and replaced. I would expect to see independent evidence to support this. The Tenant has not submitted independent evidence to support that the drywall in the rental unit needs to be removed and replaced. I note that the information sheet about painting over mold does not support that the drywall in the rental unit needs to be removed and replaced as it is general information, not information specific to the rental unit based on what has occurred in the rental unit.

The Landlord submitted Contractor Reports, emails and text messages which support that the necessary repairs were done to the rental unit after it sustained water damage.

In the absence of further evidence to support that the drywall in the rental unit needs to be removed and replaced, I am not satisfied it does and decline to order the Landlord to remove and replace the drywall. This request is dismissed without leave to re-apply.

Flooring

The parties disagree about whether the flooring in the rental unit needs to be removed and replaced.

I do not find the self-authored evidence of the Tenant sufficient to prove the flooring in the rental unit needs to be removed and replaced. I would expect to see independent evidence to support this. The Tenant has not submitted independent evidence to support that the flooring in the rental unit needs to be removed and replaced.

The Landlord has submitted evidence to support their position that the necessary repairs were done to the rental unit.

In the absence of further evidence to support that the flooring in the rental unit needs to be removed and replaced, I am not satisfied it does and decline to order the Landlord to remove and replace the flooring. This request is dismissed without leave to re-apply.

Toilet

The Tenant testified that the toilet works and therefore I decline to order the Landlord to repair the toilet. This request is dismissed without leave to re-apply.

Finish painting and installing baseboards and remove tape from the rental unit

I am satisfied there is painting that needs to be done in the rental unit as the parties agreed on this. According to the Agent, it is the Tenant's lack of cooperation that has resulted in the painting not being done. Therefore, I order the following pursuant to section 62 of the *Act*:

The Landlord is ordered to finish the painting in the rental unit no later than two months from the date of this decision.

The Landlord is ordered to comply with section 29 of the *Act* in relation to entry into the rental unit to complete the painting.

The parties are ordered to correspond in writing about the painting and entry into the rental unit to complete the painting.

The Tenant is ordered to allow the Landlord reasonable access to the rental unit to complete the painting at the times and dates indicated in the Landlord's entry notice.

The parties disagree about whether the baseboards have been reinstalled in the rental unit. The Tenant did not submit independent evidence such as videos, photos or witness statements to show that the baseboards still need to be reinstalled. I am not satisfied based on the evidence provided that there are baseboards in the rental unit that need to be reinstalled and decline to order the Landlord to reinstall baseboards. This request is dismissed without leave to re-apply.

I note that the Landlord submitted emails and text messages which support that the baseboards were reinstalled after the first flood.

The parties disagree about whether tape needs to be removed from the rental unit. The Tenant did not submit independent evidence such as videos, photos or witness statements to show that tape needs to be removed from the rental unit. I am not satisfied based on the evidence provided that tape needs to be removed from the rental unit and decline to order the Landlord to remove tape from the rental unit. This request is dismissed without leave to re-apply.

I note that the Landlord submitted an email dated November 03, 2020 in which the Tenant states, “someone is here removing the tape from the ceilings and floors.”

Have the rental unit and building fumigated due to silverfish

The Tenant testified that the rental unit and building need to be fumigated for silverfish. The Agent testified that the Landlord has pest control attend monthly to address the silverfish issue. The Tenant has not submitted independent evidence such as videos, photos, witness statements or inspection reports about the silverfish issue. I am not satisfied based on the evidence provided of the extent of the silverfish issue or that the Landlord is not taking appropriate steps to address the silverfish issue. I decline to order the Landlord to fumigate the rental unit and building due to silverfish. This request is dismissed without leave to re-apply.

Fix underground entrance key lock

The parties disagree about whether the underground entrance key lock has been fixed and is working. The Tenant did not submit independent evidence such as videos or witness statements to support that the underground entrance key lock is not working. I am not satisfied based on the evidence provided that the underground entrance key lock is not working or needs to be fixed and therefore decline to order the Landlord to fix the underground entrance key lock. This request is dismissed without leave to re-apply.

Clean up garbage and building materials outside of the rental unit balcony

I accept that there is garbage and debris outside the rental unit balcony as I understood the Agent to acknowledge this. The Agent testified that the contractors will clean up the garbage and debris eventually. I do not find this sufficient. Pursuant to section 62 of the *Act*, I order the Landlord to clean up the garbage and debris outside of the rental unit balcony, or have someone clean it up, within three weeks of the date of this decision.

Clean stairwells

The parties disagree about whether the stairwells are clean and being cleaned. The Tenant did not submit independent evidence such as videos, photos or witness statements to show that the stairwells require cleaning or are not being cleaned. I am not satisfied based on the evidence provided that the stairwells require cleaning or are not being cleaned and decline to order the Landlord to clean the stairwells. This request is dismissed without leave to re-apply.

Vacuum carpet daily and apply solution to kill silverfish

The parties disagree about whether the carpets are vacuumed on a regular basis. The Tenant did not submit independent evidence such as videos, photos or witness statements to show that the carpets require cleaning or to support that they are not vacuumed on a regular basis. I am not satisfied based on the evidence provided that the carpets require cleaning or are not vacuumed on a regular basis and decline to order the Landlord to vacuum the carpets. This request is dismissed without leave to re-apply.

Clean entrance daily

The parties disagree about whether the entrance is cleaned on a regular basis. The Tenant did not submit independent evidence such as videos, photos or witness statements to show that the entrance requires cleaning or to support that it is not cleaned on a regular basis. I am not satisfied based on the evidence provided that the entrance requires cleaning or is not cleaned on a regular basis and decline to order the Landlord to clean the entrance. This request is dismissed without leave to re-apply.

For compensation for monetary loss or other money owed

Section 7 of the *Act* states:

7 (1) If a landlord...does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord...must compensate the [tenant] for damage or loss that results.

(2) A...tenant who claims compensation for damage or loss that results from the [landlord's] non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

Policy Guideline 16 deals with compensation for damage or loss and states in part the following:

It is up to the party who is claiming compensation to provide evidence to establish that compensation is due. In order to determine whether compensation is due, the arbitrator may determine whether:

- a party to the tenancy agreement has failed to comply with the Act, regulation or tenancy agreement;
- loss or damage has resulted from this non-compliance;
- the party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
- the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

#1 Filing fee

Given the Tenant has been partially successful in the Application, I award the Tenant reimbursement for the \$100.00 filing fee pursuant to section 72(1) of the *Act*.

#2 Loss of use of rental unit

Section 28 of the *Act* states:

28 A tenant is entitled to quiet enjoyment including, but not limited to, rights to the following:

- (a) reasonable privacy;
- (b) freedom from unreasonable disturbance;
- (c) exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit in accordance with section 29 [landlord's right to enter rental unit restricted];
- (d) use of common areas for reasonable and lawful purposes, free from significant interference.

Policy Guideline 6 states in part at page 2:

A tenant may be entitled to compensation for loss of use of a portion of the property that constitutes loss of quiet enjoyment even if the landlord has made reasonable efforts to minimize disruption to the tenant in making repairs or completing renovations.

There is no issue that there were two floods which occurred in other rental units in the building and impacted the rental unit. The Tenant seeks compensation for not being able to live in the rental unit for 80 days.

The Tenant has not submitted sufficient evidence showing that the rental unit was unlivable for 80 days, which is a lengthy period of time. I would expect to see compelling evidence showing the rental unit was unlivable for 80 days. I do not find the self-authored evidence of the Tenant sufficient to prove that the rental unit was unlivable for 80 days. The Tenant has not submitted any videos or photos of the rental unit showing the state of the rental unit over the 80 days. The Tenant has not submitted any witness statements to support that the rental unit was unlivable for 80 days. The Tenant has not submitted any correspondence or documentation from their insurance company to support that the rental unit was unlivable for 80 days.

The only independent evidence that the Tenant has submitted about this issue simply shows that the Tenant did not live in the rental unit for 80 days. It does not show that the Tenant could not live in the rental unit for 80 days. I am not satisfied based on the evidence provided that the Tenant could not live in the rental unit for 80 days and therefore am not satisfied the Tenant is entitled to compensation for living elsewhere for 80 days.

The Agent acknowledged that the Tenant may have had to stay elsewhere for two days due to the floods. Therefore, I accept that the Tenant had to stay elsewhere for two days. I find this to be a loss of use of the entire rental unit for two days and a breach of section 28 of the *Act*. I accept that the Tenant paid rent for the two days as I did not understand the parties to disagree about this. I am satisfied the Tenant is entitled to compensation for two days during which he paid rent but could not live in the rental unit. I award the Tenant \$88.00.

#3 Insurance deductibles

The Tenant seeks \$1,500.00 for two insurance deductibles paid to their insurance company. The basis for this claim is that the Tenant could not stay in the rental unit. For the same reasons as already stated, I am not satisfied the Tenant could not live in the rental unit for 80 days. As stated, I am satisfied the Tenant could not live in the rental unit for two days and find this was a breach of section 28 of the *Act*. I am satisfied the Tenant had to pay to stay somewhere other than the rental unit for two days. I am not satisfied the Tenant had to make a claim with their insurance company and pay two deductibles of \$750.00 each in order to stay elsewhere for two days. The Tenant was required to mitigate their loss. Here, I find it would have been less expensive for the Tenant to pay for a hotel for two nights than to pay \$1,500.00 to their insurance company. It appears from the hotel bills submitted that the hotel cost approximately \$105.00 per night. I award the Tenant \$210.00 for the two days I am satisfied the Tenant had to stay elsewhere.

#4 Hydro bills

It is my understanding from the "Monetary Ask Sheet" submitted by the Tenant that the Landlord has paid the Tenant \$50.00 towards the hydro bills. I decline to award the Tenant further compensation because the Tenant has only submitted the hydro bill notifications and not the actual hydro bills. The bill notifications do not show what is included in the bill, what period the bill covers or any details about the amount of the bill. I also note that one of the notifications states that the bill includes past due amounts. In the absence of seeing the actual hydro bills to confirm the details of the amounts, I am not satisfied as to what amount the Landlord should compensate the Tenant for. This request is dismissed without leave to re-apply.

#5 Cleaning allowance

The Agent agreed to compensate the Tenant \$300.00 for cleaning done by the Tenant up to the date of the hearing and therefore the Tenant is awarded this amount.

#6 Shaw cable service while away from the rental unit

As stated, I am only satisfied that the Tenant was required to stay elsewhere for two days. I do not find that the Tenant is entitled to compensation for Shaw cable services for these two days given this is only a short period of time during which the Tenant was

not able to access cable services in the rental unit. This request is dismissed without leave to re-apply.

#7 Costs relating to claim

Costs associated with serving or submitting documents and preparing for the hearing are not recoverable. This request is dismissed without leave to re-apply.

Summary

The Tenant is entitled to the following compensation:

Item	Description	Amount
1	Filing fee	\$100.00
2	Loss of use of rental unit	\$88.00
3	Insurance deductibles	\$210.00
4	Hydro bills	-
5	Cleaning allowance	\$300.00
6	Shaw cable service while away from the rental unit	-
7	Costs relating to claim (cost of sending packages and copying)	-
TOTAL		\$698.00

To reduce rent for repairs, services or facilities agreed upon but not provided

The Tenant advised that they are not seeking a separate rent reduction and that this request is covered by the compensation request and therefore I consider this request withdrawn.

To suspend or set conditions on the landlord's right to enter the rental unit

The Tenant sought an order setting conditions on the Landlord's right to enter the rental unit on the basis that someone came into the rental unit and went through the Tenant's personal belongings and dresser. The Agent disagreed that anyone entered the rental unit and went through the Tenant's personal belongings. The Tenant has not provided independent evidence that this occurred and therefore I am not satisfied it did. I am not satisfied based on the evidence provided that the Tenant has proven a basis to make an order setting conditions on the Landlord's right to enter the rental unit and I decline to make such an order.

The Landlord is required to comply with section 29 of the *Act* in relation to entry into the rental unit. I note that the Landlord does not require the Tenant's permission to enter the rental unit and is not limited to entry while the Tenant is present as these are not requirements under the *Act* which states:

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:

- (a) the tenant gives permission at the time of the entry or not more than 30 days before the entry;
- (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;
- (c) the landlord provides housekeeping or related services under the terms of a written tenancy agreement and the entry is for that purpose and in accordance with those terms;
- (d) the landlord has an order of the director authorizing the entry;
- (e) the tenant has abandoned the rental unit;
- (f) an emergency exists and the entry is necessary to protect life or property.

(2) A landlord may inspect a rental unit monthly in accordance with subsection (1) (b).

Conclusion

I order the following pursuant to section 62 of the *Act*:

1. The Landlord is ordered to finish the painting in the rental unit no later than two months from the date of this decision.

The Landlord is ordered to comply with section 29 of the *Act* in relation to entry into the rental unit to complete the painting.

The parties are ordered to correspond in writing about the painting and entry into the rental unit to complete the painting.

The Tenant is ordered to allow the Landlord reasonable access to the rental unit to complete the painting at the times and dates indicated in the Landlord's entry notice.

2. The Landlord is ordered to clean up the garbage and debris outside of the rental unit balcony, or have someone clean it up, within three weeks of the date of this decision.

The Tenant is entitled to compensation in the amount of \$698.00. The Tenant can deduct \$698.00 from one future rent payment pursuant to section 72(2) of the *Act*.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: April 09, 2021

Residential Tenancy Branch