



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ALS Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FFT, OLC, MNDCT, LRE

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, made on March 9, 2021 (the "Application"). The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order that the Landlord comply with the Act, tenancy agreement, or Regulations;
- a monetary order for damage or compensation;
- an order restricting or suspending the Landlord's right to enter; and
- an order granting recovery of the filing fee.

The hearing was scheduled for 11:00AM on June 18, 2021 as a teleconference hearing. The Tenant attended the hearing at the appointed date and time. No one appeared for the Landlord. The conference call line remained open and was monitored for 17 minutes before the call ended. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the Tenant and I were the only persons who had called into this teleconference.

The Tenant testified the Application and documentary evidence package was served to the Landlord by Xpresspost with tracking. Copies of the Xpresspost receipts were submitted confirming the mailing took place on March 17, 2021. Based on the oral and written submissions of the Applicant, and in accordance with sections 89 and 90 of the *Act*, I find that the Landlord is deemed to have been served with the Application and documentary evidence on March 22, 2021 the fifth day after the mailing. The Landlord did not submit documentary evidence in response to the Application.

Preliminary and Procedural Matters

The Residential Tenancy Branch Rules of Procedure permit an Arbitrator the discretion to dismiss unrelated claims with or without leave to reapply. The Tenant has submitted a number of claims within their Application which are not all related. At the start of the

hearing, the Tenant stated that the most important claim relates to ordering the Landlord to comply with the Act with respect to maintaining the rental unit.

As such, the Tenant's request for a monetary order for money owed or compensation for damage or loss, and for an order restricting the Landlord's right to enter are dismissed with leave to reapply.

The Tenant was given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules of Procedure). However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

1. Is the Tenant entitled to an order that the Landlord comply with the Act, tenancy agreement, or Regulations, pursuant to Section 62 of the *Act*?
2. Is the Tenant entitled to recover the filing fee, pursuant to Section 72 of the *Act*?

Background and Evidence

The Tenant stated that the tenancy commenced on November 1, 2020. Currently, the Tenant is required to pay rent to the Landlord in the amount of \$900.00 which is due on the first day of each month. The Tenant stated that the Landlord currently holds a \$900.00 security deposit as well as a \$900.00 pet damage deposit.

The Tenant stated that she currently resides in a brand-new rental unit. The Tenant stated that at the very start of the tenancy, she noticed several issues with the rental unit. The Tenant stated that her main concerns relate to a heater in the living room/kitchen not working. The Tenant stated that she proceeded to purchase her own space heater, however, this is not sufficient. The Tenant stated that several electrical outlets also don't work in the rental unit. The Tenant stated that she immediately notified the Landlord of the issues, however, the Landlord has not yet repaired the heater or the electrical outlets.

The Tenant stated that the Landlord also failed to provide her with a key to the front door of the building despite the Tenant request one on several occasions. If successful, the Tenant is also seeking the return of the filing fee.

As previously noted, no one attended the hearing for the Landlord to respond to the Tenant's claims.

Analysis

Based on the oral testimony and documentary evidence, and on a balance of probabilities, I find:

According to Section 32 of the *Act*;

(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...

(4) A tenant is not required to make repairs for reasonable wear and tear.

(5) A landlord's obligations under subsection (1) (a) apply whether or not a tenant knew of a breach by the landlord of that subsection at the time of entering into the tenancy agreement...

I find that the Tenant has established that the Landlord has not maintained the premises in accordance with section 32 of the *Act*, nor has the Landlord undertaken adequate repairs in a timely fashion after being notified about the issues.

In light of the above, and in accordance with Section 65 of the *Act*, I order the Landlord to retain the services of a qualified electrician to assess and where work is required to repair the rental unit to a state whereby the Tenant has a functioning heater and electrical outlets.

I order the Landlord to undertake these inspections and repairs as soon as possible, but **no later than July 15, 2021**. Should the Landlord not comply with this order, the Tenant is at liberty to reapply for monetary compensation, including a reduction of monthly rent, under the *Act*.

The Tenant is also claiming that the Landlord has not yet provided her with a key to the front door of the rental property. According to Section 30(1) of the *Act*;

A landlord must not unreasonably restrict access to residential property by

(a) the tenant of a rental unit that is part of the residential property, or

(b) a person permitted on the residential property by that tenant.

In this case, in the absence of any testimony from the Landlord, I find that the Landlord is obligated to provide the Tenant with access to the rental property. As such, I order that the Landlord provide the Tenant with a key to the front door of the rental property as soon as possible but **no later than 2 days after** receiving a copy of this decision.

As the Tenant has been successful in this Application, I order the Tenant to recover their filing fee for the Application from the Landlord, by reducing their next monthly rent payment by **\$100.00**.

Conclusion

I order that the Landlord retain the services of a qualified electrician to inspect, assess and where work is required to repair the rental unit to a state whereby the Tenant has a functioning heater and electrical outlets in the rental unit. This is to be completed no later than July 15, 2021.

I order the Landlord to provide the Tenant with access to the front door of the rental property. This is to be done within 2 days after the Landlord receives a copy of this decision.

The Tenant is entitled to recover the \$100.00 filing fee for their Application. The Tenant is permitted to deduct this amount from her next rent payment.

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: June 21, 2021

Residential Tenancy Branch