



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding W&S Bernard Investment Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **CNL-4M, CNC, RR, RP, PSF, OLC, FFT**

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's 4 Month Notice to End Tenancy for Landlord's Use of Property (the "4 Month Notice") pursuant to section 49;
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the "1 Month Notice") pursuant to section 47;
- an order for repairs pursuant to section 33;
- an order to reduce rent pursuant to section 65;
- an order that the landlord provide services of facilities required by the tenancy agreement pursuant to section 65;
- an order that the landlord comply with the Act, regulations or tenancy agreement pursuant to section 62; and
- authorization to recover the filing fee from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The parties were made aware of Residential Tenancy Rule of Procedure 6.11 prohibiting recording dispute resolution hearings and the parties each testified that they were not making any recordings.

As both parties were present service was confirmed. The parties each testified that they received the respective materials and based on their testimonies I find each party duly served in accordance with sections 88 and 89 of the *Act*.

Issue(s) to be Decided

Should the Notices to End Tenancy be cancelled? If not is the landlord entitled to an Order of Possession?

Are the tenants entitled to any of the other relief sought?

Are the tenants entitled to recover their filing fee from the landlord?

Background and Evidence

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the claim and my findings around each are set out below.

The tenants submitted into documentary evidence a typewritten note from the landlord, a copy of a 1 Month Notice dated February 25, 2021 to different tenants for a separate address and a copy of a 1 Month Notice dated November 30, 2019. The landlord testified that no Notice to End Tenancy was issued against the tenants and they are not seeking an Order of Possession.

The tenant gave rambling, lengthy testimony regarding their history with the landlord. The tenant said that they had free access to all of the 3 laundry rooms in the rental building prior to the previous hearing but the landlord has limited their access to the laundry rooms. The tenant said that they are now only able to access some of the laundry rooms in the rental building and not all of the facilities as they enjoyed previously. The tenant also submits that one of the dryers in the laundry room they have access to does not work as efficiently as they would like. The tenant also testified that they are also seeking the cost of using an off-site laundromat and travel costs.

The parties gave evidence that there is a hole in the ceiling of the rental unit bathroom which has yet to be repaired. The landlord said they have requested access to the rental unit to perform inspection and repairs and that repairs will be conducted when they have necessary access.

Analysis

As the landlord has given evidence that they have not issued a valid Notice to End Tenancy and are not seeking an Order of Possession I find it unnecessary to deal with the portion of the tenant's application seeking cancellation of Notices to End Tenancy and dismiss these portions of the tenant's application.

Pursuant to Residential Tenancy Rule of Procedure 6.6 the onus to establish their claim on a balance of probabilities lies with the applicant. In the present circumstances I find that the tenants have provided insufficient evidence in support of their claims.

I accept the testimony of the landlord, supported in the documentary evidence that they have requested access to the rental unit for the purpose of repairs. I find the copy of the correspondence dated March 12, 2021 submitted by the parties to be woefully inadequate to meet the requirements of section 29 of the Act and be so vague as to the schedule of repairs to be ineffective, but accept that some cursory attempts have been made.

Under the circumstances, I do not find an Order against the landlord for repairs or compliance is necessary. I do note that the professional landlord is well advised to issue any notices for access in accordance with the Act and conduct any repairs accordingly.

I find insufficient evidence in support of the portions of the tenants' application seeking a reduction of rent or for the landlord to provide services or facilities. I accept the evidence of the parties that the rental building has 3 laundry rooms available for the occupants of each floor. I accept the undisputed evidence of the parties that the tenants were previously able to access all of the laundry rooms in the building. The landlord submits that the level of access was an error and that occupants of the building should only be able to access the laundry room on their floor.

Based on the evidence I find that the tenants have not had their access to laundry services withdrawn or curtailed. I accept the evidence of the landlord that the greater access available earlier in the tenancy was an error which has subsequently been rectified. I accept the undisputed evidence of the parties that the tenant has functioning keys to access the laundry room available on their floor. While the tenant complains about articles of clothing which have gone missing which they attribute to the landlord, I find this to be irrelevant to the matter at hand. I find no basis for a reduction in rent or an order that the landlord provide services or facilities. Accordingly, I dismiss this portion of the tenants' application.

As the tenants were not successful in their application I decline to issue an order to allow for recovery of the filing fees.

Conclusion

The tenants' application is dismissed in its entirety 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: June 28, 2021

Residential Tenancy Branch