



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding BC HOUSING
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT, RR, PSF, LRE, OLC

Introduction

The Tenant filed an Application for Dispute Resolution on January 11, 2023 seeking:

- compensation for monetary loss/money owed;
- a reduction in rent for repairs/services/facilities agreed upon but not provided;
- provision of services/facilities required by the tenancy agreement/law;
- suspension or set conditions on the Landlord's right to access the rental unit;
- the Landlord's compliance with the legislation and/or tenancy agreement.

The matter proceeded by way of a conference call hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the "Act") on May 5, 2023. In the conference call hearing I explained the process and provided the participants the opportunity to ask questions.

Preliminary Matter – Tenant Notice of Dispute Resolution Proceeding and evidence

The Tenant made two previous Applications to the Residential Tenancy Branch, in 2021 and again in 2022.

In this matter, the Tenant provided 149 pages of evidence to the Residential Tenancy Branch on April 18, 2023.

In the hearing, the Tenant stated they forwarded this material to the Landlord on April 17 via "express" mail. They provided a copied receipt bearing a tracking number to show proof of delivery.

The Landlord confirmed they received the Notice of Dispute Resolution Proceeding from the Tenant for this current Application, on January 13. The Tenant also served a couple of handwritten pages to the Landlord at this time.

The Landlord stated they did not receive 149 pages of evidence. The Landlord confirmed their address as stated by the Tenant in the hearing. The Landlord stated they received the evidence from the Tenant for the previous hearings and described the Tenant “generally coming to our office with hundreds of pages.”

I find it more likely than not that the Landlord has the evidence from the Tenant to be referred to in this hearing. I find the Tenant sent a package to the Landlord’s address for service on April 17, 2023. Given that the amount they paid was around \$20 for postage, I find it more likely than not that the package was larger, enclosing the bulk of evidence the Tenant provided for this hearing.

Because I have confirmed the Tenant’s disclosure of their evidence to the Landlord in this matter, I give that evidence full consideration where necessary in the body of my decision below.

Preliminary Matter – Landlord’s evidence

The Landlord provided in the hearing that they served their evidence to the Tenant via registered mail on April 7, 2023. The Tenant confirmed receipt of the same; therefore, where relevant I give the Landlord’s evidence full consideration herein.

Preliminary Matter – correct issue on Tenant’s Application

The Tenant specified they were seeking suspension/set conditions on the Landlord’s right to enter the rental unit. Their Application indicates a different issue involving the entry lock on the rental unit; therefore, as per s. 62(3)(c), I amend the Tenant’s Application to show the correct issue as I have identified in their Application. That is issue D listed below.

Issues to be Decided

- A. Is the Tenant entitled to compensation for monetary loss/other money owed, pursuant to s. 67 of the *Act*?
- B. Is the Tenant entitled to a reduction in rent for repairs/services/facilities agreed upon but not provided, pursuant to s. 65 of the *Act*?
- C. Is the Landlord obligated to provide services/facilities to the Tenant, as required by the tenancy agreement/the *Act*?
- D. Is the Tenant authorized to change the locks on the rental unit?
- E. Is the Landlord obligated to comply with the legislation and/or the tenancy agreement?

Background and Evidence**A. compensation for monetary loss/other money owed**

In their evidence package, the Tenant prepared the following list, titled “expenses and abusive non authorized rent charges.” Below the table, I set out the submissions and testimony of both parties for individual pieces of the Tenant’s claim.

#	Item(s)	\$ claim
1.	rent from Nov 2020 to March 2021	\$2,385.00
2.	children’s bikes, \$2,700 minus one year depreciation	\$1,700.00
3.	bed frame	\$1,287.78
4.	mattress	\$1,148.00
5.	pest control inspection	\$78.75
6.	pet control treatments	\$1,102.50
7.	products for pest control bought from home depot	\$178.89
8.	plumbing, replacement of the defective faucet	\$516.16
9.	loss of peaceful stay for 2 years	\$5,471.47
Total		\$12,762.64

1. rent from Nov 2020 to March 2021

The Landlord and Tenant each provided a copy of the same original tenancy agreement. The tenancy started on November 1, 2020 on a month-to-month basis. The monthly rent was “geared to income” and they receive a housing subsidy. In the hearing the Tenant confirmed their rent amount, as of the date of the hearing, at \$538 per month. The Landlord in their evidence provided a record of the housing provider’s calculation of the Tenant’s rent contribution, based on the Tenant’s reported assets and income.

The Tenant described living elsewhere temporarily, not having the key to the rental unit for one year. The Tenant stated that during this time they were paying rent for the rental unit even though they were not living there, and the Landlord only provided them with the rental unit’s keys in March 2021. They provided a letter from an outreach worker that set out the Tenant’s stay at a shelter from February 1, 2020 to February 14, 2021.

The Tenant’s copy of the tenancy agreement contains their notation: “the concrete occupation will start at the [writing obscured] of March 2021.”

The Landlord maintained that the Tenant received keys for the rental unit on October 25, 2020. This is shown in the Landlord’s evidence with the Tenant-signed Condition Inspection Report for the start of the tenancy, dated October 26, 2020. The Landlord stated that they could not know if the Tenant was staying elsewhere for this extended period of time.

The Tenant claims the amount of \$2,385 for monetary loss, being the amount of rent they paid from November 2020 through to March 2021. They provided a letter from an outreach worker who stated the Tenant stayed in a separate shelter facility sponsored by the Tenant’s Landlord. This was from February 1, 2020 through to February 14, 2021.

2. children’s bikes

The Tenant presented that bicycles they had in place at the rental unit property were stolen. They had the bicycles stored in a space the Landlord specified was “very secure and safe” as the Tenant explained to police on October 1, 2021. The storage space was not accessible to anyone not a resident in the building and required a fob for entry. The Tenant requested the police to investigate the matter further and hold the Landlord’s agents on site accountable for the theft.

The Tenant made an inquiry to the Landlord for their assistance in this matter on April 20, 2021. The identified the bicycles easily with attached pictures. The Tenant's belief was that another building resident stole the two bicycles.

The Tenant followed up with this request to the police on November 16, 2021, as shown in the Tenant's own email record. They expressed their disbelief that the police could not handle this simple matter of theft when the evidence was so plain.

The Landlord pointed to clause 28 in the tenancy agreement, regarding storage. This states "The tenant agrees that use of the storage areas is at the sole risk of the tenant." In the hearing the Landlord pointed to a "liability waiver"; this is paragraph 31 in the agreement. The Landlord noted that a fob is required to enter into the storage area; however, they acknowledged that these days, thieves are skilled.

3. bed frame

4. mattress

In the hearing the Tenant described communicating with the on-site manager about ongoing pest problems within the rental unit. The Landlord "did not act immediately" and the Tenant had to send them many reminders. These are the same continuous problems since March 2021, with the Landlord not inspecting on a regular basis, and "dragging their feet" on the issue identified to them by the Tenant. The Tenant called for the Landlord's disinfecting of all the rental units within the rental unit property, something that had not been done since they acquired the property.

The Tenant included pictures of their bed frame and mattress, which they disposed of in an area that bears a sign reading "no dumping." They sent pictures of several other items of furniture in the same area.

In their evidence, and in testimony in the hearing, the Landlord presented the following:

- a letter to the Tenant dated October 7, 2021 wherein they described the Oct. 3/21 treatment in the rental unit for bedbugs, noting the Tenant's behaviour toward the hired pest control specialist
- a list of inspection/treatment dates, 8 in total, targeting mice and bed bugs, noting unit was not prepared for treatment and one instance of refusal of treatment

- accompanying detailed inspection reports from the pest control firm
- a list of following visits from a second pest control firm, 13 in total
- details and service reports from each of these visits.

In the hearing the Landlord noted instances of the Tenant refusing the pest control firm's entry into the rental unit for these purposes, and three instances of "poor preparation". The Landlord provided bed bug furniture covers to the Tenant and committed to assisting the Tenant with this problem. This required a focused meeting with the Tenant and their support worker, as well as a nurse who explained to the Tenant how to prepare for pest treatments.

The Landlord described the Tenant dragging their bed into a common area of the rental unit property. The Landlord gave a new bed and frame to the Tenant on two occasions.

The Tenant provided an invoice dated June 1, 2022 for the amount of \$1,287.78. The Tenant provided an invoice dated May 19, 2022 for the amount of \$1,148, paid for a new mattress and delivery.

5. pest control inspection
6. pest control treatments
7. products for pest control bought from home depot

The Tenant presented evidence that they retained the service of an alternate pest control firm, in summer 2022. This was two treatments for bedbugs, mice, and cockroaches.

The Tenant also presented photos showing the ill effects of living with pests in the rental unit. This includes images of some kind of bites or other skin injuries on their arms. A doctor's note from December 2021 notes the Tenant describing bed bugs biting them which was "making it difficult to sleep."

In the Tenant's evidence is a list of pest control visits that were "announced" but "never executed." At one point an inspector from city hall arrived with "two pest control employees" from the Landlord's headquarters, to inspect the rental unit. The Tenant purchased traps for the mice and provided an image of the receipt for this purchase, showing a total of \$68.93. There are other items shown on this line item from the Tenant: a sawhorse purchased on August 21, 2022, a strap hinge, and a padlock on June 13, 2022.

The Tenant presented an invoice dated July 30, 2022 for the amount of \$78.75. This noted the presence of mice and bedbugs. A second invoice shows the amount of \$1,102.50 billed to the Tenant on August 6, 2022.

8. plumbing, replacement of defective faucet

The tenancy agreement contains specific provisions for repairs, setting out the Landlord's obligations, the Tenant's obligations, and what they define as "emergency repairs:

- Landlord: provide/maintain rental unit in a reasonable state of repair, suitable for occupation
- Tenant: must maintain standards in the rental unit, not responsible for repairs for reasonable wear and tear
- Emergency: the Tenant must make at least 2 attempts to call the designated contact and give the Landlord reasonable time to complete the repairs.
"emergency" borrows terms as set out in the *Act*.

The Tenant paid for replacement of the kitchen sink faucet in September 2022.

They provided an image of the faucet removed from the sink, a picture of the cabinet space under the faucet with towels to protect from leaking water, and the plumber replacing the faucet. The Tenant paid \$516.16, as shown in the receipt dated September 7, 2022.

The Tenant did not present a record of their notification to the Landlord of an issue in that particular area of the rental unit.

The Landlord presented materials relating to other visits to the rental unit; these are the bathroom sink/faucet, and the Tenant's stove. They submitted in the hearing that the Tenant was refusing the Landlord's access for the purposes of repair in general, similar to when the Tenant would not allow access to pest control specialists.

The Landlord presented a letter to the Tenant dated August 4, 2021, reviewing an incident when the Tenant "yelled out at [the Landlord] in an aggressive manner, slammed the door, narrowly missing one of their faces." The Landlord deemed this behaviour "hostility" and provided definitions of the words "violence" and

“harassment.” The Property Manager in that letter requested that the Tenant send any requests for maintenance directly to them. They requested the Tenant to vacate the rental unit when work is required, and “The site staff have been advised not to engage directly with you.”

The Tenant wrote a letter to the Landlord on October 3, 2021, stating that they incurred expenses for the bathroom tub faucet, kitchen sink, and stove repairs. This October 3 2021 letter to the Landlord is not in either participant’s evidence; however, the Landlord did describe this In their response letter to the Tenant dated October 6, 2021. The Landlord set out that their staff “tried many times to enter [the rental unit] to attend to these repairs, however you refused access.” The Landlord instructed the Tenant to fill in a maintenance request form and sign it as required.

The Landlord also provided a record of an incident in early August 2021 involving the Tenant damaging the vehicle of a Landlord staff member.

9. loss of peaceful stay for 2 years

In the hearing the Tenant set out that the amount they provided on their list -- \$5,471.47 – is 20% of the amount of rent they paid over the 2-year time period. As stated, “this stay was not worth the amount I paid.”

The Landlord did not provide written submissions or give testimony in the hearing on this particular point.

B. reduction in rent

The Tenant provided the amount of \$300 on their Application, as a monthly rent reduction. They listed the same reasons found throughout their statements in the hearing, and throughout their document evidence:

- “annihilation” of mice, cockroaches, bed bugs, after authorities notified the Landlord to do so, instructions which the Landlord did not follow
- repair of the Tenant’s locker in a professional fashion
- replacement of both cabinets – kitchen and bathroom, not only repairs
- providing “cover ventilation” that was missing

The Tenant provided images of the “deteriorated kitchen cabinet” and described this as the area for pests’ entry into the rental unit. The area of “no ventilation cover” is the bathroom ceiling fan without a cover on it as shown in one picture.

The Tenant also provided images of the vandalized locker they refer to, located on the third floor in the rental unit building. They provided a police report showing that they reported this to the police.

In the hearing the Landlord stated a rent reduction was not possible in this type of tenancy, where the rent amount is calculated according to the Tenant’s income. The Landlord provided two sets of documents showing an annual review of the Tenant’s income and assets, setting out the calculation of how that rent amount is calculated.

C. Landlord’s provision of services/facilities

On the Application, the Tenant described “cleanliness of common parts, will explain this thoroughly during the hearing.” In the hearing, the Tenant described their locker in the locker room being vandalized, with the Landlord replacing hinges on the locker room door from the outside.

The Landlord provided a copy of their letter to the Tenant dated October 6, 2021, wherein they mentioned the need for access to the locker door, meaning the Tenant has to remove the padlock in order for the Landlord to complete work. As shown in a later email from the Landlord’s assistant who was helping with this, they could perform only rudimentary work due to the Tenant not unlocking the padlock.

The Tenant provided a series of photos to show the condition in which the building is kept. This appears to be a common area outside the building in a common area that states “no dumping”, with each picture showing different items of furniture or mattresses or other appliances placed in this area.

The Landlord did not address this evidence specifically in the hearing.

D. authorization to Tenant to change rental unit locks

On the Application, the Tenant stated as follows:

This is an important part of my claim, as at many occasion when the personal onsite enter my suite in major party of time without posting the notice to enter, there are missing items, in order for them and me to have peace of mind, I am seeking the authorization to change the locker and provide the management onsite with the double of the key in order to enter in case of an emergency happen, and I have to be informed.

The parties attended a hearing on November 24, 2022, and another Arbitrator delivered a decision on December 5, 2022. That Arbitrator outlined s. 29 of the *Act* which sets out rules of a landlord's entry. The Arbitrator also re-stated s. 31 of the *Act* regarding changes to the lock. The Arbitrator dismissed these two grounds from the Tenant's Application, finding that the Tenant was not entitled to an order to suspend or set conditions on the Landlord's right to enter, the Arbitrator granted no authority for the Tenant to change the locks on the rental unit.

The Landlord in this hearing stated the matter was effectively concluded in that prior hearing. The reiterated that they discussed the situation in that prior hearing. The Landlord also stated they have no problem changing the lock for the Tenant for the Tenant's own piece of mind; however, they still require a master key in case of emergency situations that occur after hours.

The Tenant in this present hearing stated their door is "opened without notice because I'm neat and clean." They stated their desire to change the locks so they can monitor who is coming in, and for peace of mind overall. They viewed an agent for the Landlord in their unit three times in the rental unit.

E. Landlord's compliance with the tenancy agreement/Act

In their Application, the Tenant re-stated their piece that they did not occupy the rental unit until the end of March 2021. They also described "a clause that bind the Landlord to initiate an inspection in order to determine if the tenants are keeping their suites in acceptable condition." As of the Tenant's Application date, they never had any such inspection.

The Landlord did not respond specifically to this in the hearing. Throughout the Landlord's evidence they provided various accounts of their need to enter the rental unit

either for pest control, repairs as per the Tenant's requests, or other communications with the Tenant. The Landlord also provided evidence of specific poor interactions the Tenant had with the Landlord's representatives, citing "violence" and "harassment" in their description of the issue to the Tenant.

Analysis

I am satisfied that a tenancy agreement exists between the Landlord and Tenant here. Both parties provided a copy of said agreement. The Tenant did not present they notified the Landlord about ending the tenancy, or otherwise told the Landlord of the fact that they lived elsewhere for some time away from the rental unit.

From the documented evidence in the record in this matter – *i.e.*, each party's submitted copy of the tenancy agreement – I find a tenancy between the Landlord and the Tenant was in place. The Tenant did not present a convincing account that they did not possess the key for the rental unit. Additionally, there is no record they officially notified the Landlord of residence elsewhere or sought relief from the Residential Tenancy Branch on that matter.

As the basis for any claim herein from the Tenant, I find the rent amount in place between these parties is \$538.

A. compensation for monetary loss/other money owed

A party that makes an application for compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in s. 7 and s. 67 of the *Act*.

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

- That a damage or loss exists;
- That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
- The value of the damage or loss; **and**
- Steps taken, if any, to mitigate the damage or loss.

1. rent from Nov 2020 to March 2021

In the *Act*, “tenancy” means a tenant’s right to possession of a rental unit under a tenancy agreement.

I find the evidence shows the parties had an agreement in place, with the tenancy starting on November 1, 2020. The Landlord provided the Condition Inspection Report, showing the date of October 26, 2020 when they inspected the rental unit with the Tenant and the Tenant accepted the key for the rental unit. I find as fact that from November 1, 2020 onwards the Tenant was paying rent to the Landlord for this tenancy.

The Tenant presented that they did not receive the key for the rental unit until March 2021; however, I find this was not the case, as documented by the Landlord. While the Tenant may have been sheltered elsewhere, that did not end this tenancy. There is no record of the Tenant notifying the Landlord that they resided elsewhere, and the Tenant provided no record that they were paying rent at a different accommodation. Doing so would void this agreement; moreover, the Tenant reported on assets and income to the Landlord’s agency, in this subsidized rent arrangement. I find it implausible that the Landlord would accept this tenancy arrangement had the Tenant not lived in the rental unit as would be the only situation possible where the Tenant did not receive the key for this rental unit.

In short, I accept the Landlord’s evidence that the Tenant had the key for this rental unit from October 26, 2020 onwards. The Tenant is not entitled to any recovery of rent amounts they paid during this time. I find the Tenant resided elsewhere temporarily for their own health needs; however, that does not entitle them to maintain the right of possession of this rental unit rent-free.

For these reasons, I dismiss this piece of the Tenant’s Application for compensation.

2. children’s bikes

As set out above, any application for compensation depends on the respondent’s violation of the *Act* and/or the tenancy agreement. There is no distinct provision in the *Act* regarding storage space. I find this is an extra amenity afforded to the Tenant by the Landlord in this instance, and the Tenant did not pay any extra amount for this available storage space.

The storage is mentioned in the tenancy agreement insofar as the Tenant accepted that “use of the storage areas is at the sole risk of the tenant.” The tenancy agreement also contains a more general liability waiver that I find applies to “the use of any services . . . and facilities supplied by the landlord.”

In sum, the Landlord did not breach the *Act* or the tenancy agreement on this issue of stolen bicycles. The Tenant signed the tenancy agreement wherein they accepted the risk of using that separate storage area.

I dismiss this portion of the Tenant’s claim for these reasons.

3. bed frame

4. mattress

The *Act* s. 32 sets out a landlord’s obligation to repair and maintain a rental unit:

- (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.

This section also sets out a tenant’s obligation:

- (2)A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

For the matter of the Tenant replacing their bed frame and mattress, due to what they perceive as the Landlord’s inaction on the pest problems, I find the Landlord did not breach of any of the terms of the tenancy agreement and did not violate the relevant sections off the *Act* set out above.

I find the evidence shows the Tenant needed to cooperate fully in the removal of bedbugs, which requires a detailed process with instructions. Further, the evidence shown in the pest control firm’s invoices and Landlord’s records shows the Tenant did not allow entrance on several occasions for the purpose of eliminating sources and ongoing treatments. The treatments started in late May 2021, and continued

through to August 2022. I find the Landlord complied with s. 32(1) of the *Act* in maintaining a regimen, with attention to the problem affecting all other rental units in the property. I find it questionable whether the Tenant fulfilled their obligation set out in s. 32(2) by not allowing access to pest control specialists as shown in the record.

5. pest control inspection
6. pest control treatments
7. products for pest control bought from home depot

As above I find there was no violation by the Landlord of any of the terms in the tenancy agreement, nor any violation of s. 32 of the *Act*. I find the Landlord's evidence shows they were attentive to the issues raised by the Tenant. The Tenant's own evidence shows that the higher authority of the Landlord was alert to the problem; therefore, I find the Landlord was in no way not addressing the Tenant's issues with pests in the rental unit. There was an active program in place.

A party who claims compensation from the other must do whatever is reasonable to minimize the monetary loss. I find there was simply no need for the Tenant to engage the services of a separate pest control firm. This is based on the evidence presented by the Landlord on the number of visits by two separate pest control firms. This is not an effort by the Tenant to minimize monetary loss, and the Tenant did not prove definitively that the Landlord was not addressing the issue.

In a different way, the Tenant not allowing entrance to pest control staff, and not preparing adequately despite coaching and separate meetings on the issues with the Landlord is not minimizing the amount of loss to them. I find as fact that the Tenant not allowing the Landlord's entrance made the problem worse.

Given the number of visits required in a rather strict regime, I find the scheduled visits with no-shows by pest technicians, as recorded by the Tenant, did not pose a greater inconvenience, and in no way justified the cost of the Tenant purchasing their own products (which in any case are not normally provided by the Landlord), or retaining a different pest control firm's service. In sum, I find the no-shows (not proven on the record in the form of notice from the Landlord) also do not constitute any breach by the Landlord.

Finally, the Tenant claimed \$178.89 for purchase of products; however, the receipts they provided show only a purchase of mouse traps related to the issue, for the

amount of \$20.98. I find the purchase of a sawhorse, padlock and hasp is not related to this issue and the Tenant did not present this information clearly.

I grant no compensation to the Tenant for the money they paid extra for products and service related to the pest control issue. I find the evidence shows the Landlord was diligently working on the issue, both in the Tenant's best interests, as well as for the health and safety of other residents in the rental unit property.

8. plumbing, replacement of defective faucet

I find the tenancy agreement set out the Landlord and Tenant obligations concerning repairs in the rental unit. The agreement specifies the procedure for emergency repairs as well.

On my review, I note the terms in the tenancy agreement match to s. 32, as set out above, and s. 33 governing emergency repairs.

Neither in their document evidence, nor in the hearing did the Tenant set out their communication to the Landlord regarding repair of the kitchen sink. I find the Tenant did not follow the obligation as set out in the tenancy agreement regarding notification to the Landlord, nor the obligation set out in the *Act* regarding emergency repairs. The Landlord referred to a communication from the Tenant on October 3, 2021; this is the Tenant telling the Landlord they already paid for work on this issue after the fact and is not a request for maintenance.

I find the sink repair was not an emergency issue because the Tenant did not stress the urgency of the matter in the hearing, and they did not clearly present that they made clear communication to the Landlord that the need for repair was urgent.

In the October 6, 2021 letter, the Landlord described the contents of the Tenant's October 3 communication to the Landlord, wherein the Tenant already stated they had paid for kitchen sink repairs. This is not in the evidence, and the invoice presented by the Tenant is from replacement of the faucet almost one year later. I find this is proof of the Tenant's unclear communication to the Landlord on the issue of kitchen sink repair.

Further, although not directly related to the issue of the kitchen sink repair, I find the Landlord has provided ample evidence to show the Tenant makes the Landlord's repair obligation extremely difficult. This involves what the Landlord defined as

“violence” and “harassment”. I conclude from this evidence that the Tenant is simply not allowing the Landlord to do their job in regard to repairs, as is the case with pest control as set out above.

Given the Tenant’s proclivity for making repair issues very difficult for the Landlord, and the lack of evidence showing a request for kitchen sink repairs, I find there is no violation of the terms of the tenancy agreement, or a breach of the relevant sections of the *Act*.

This is another instance of the Tenant not minimizing monetary loss to them, by not communicating clearly with the Landlord, and blocking the Landlord’s attempts to assist. This is a thoroughly unreasonable claim for compensation from the Tenant in light of the evidence presented by the Landlord regarding the Tenant’s rather extreme behaviour. For these reasons, I dismiss this piece of the Tenant’s claim in its entirety.

9. loss of peaceful stay for 2 years

The Tenant presented that the amount of \$5,471.47 represents 20% of the rent they paid over the time they have been staying in the rental unit.

The Tenant did not provide detail to show how they calculated this amount. I find the Tenant presented a random number, without sufficient explanation. As per s. 59(2)(b) of the *Act*, an Application must include the full particulars; this includes a proper calculation of how the Tenant accounts for a value of loss to them.

The Tenant was not specific on this amount; therefore, I dismiss this part of their claim for compensation, without leave to reapply.

Given all the other evidence in this matter, as set out above, I find the Tenant is more likely than not the source of their own difficulty in this tenancy, and I grant no compensation to them under this vague heading. Throughout this process, the Tenant did not provide sufficient evidence to show any breach of the tenancy agreement or violation of the *Act* by the Landlord as they must do for any claim for compensation.

In sum total, in the Tenant’s claim for compensation for money loss/other money owed, I grant no monetary award. This is dismissed in total, without leave to reapply. Any future application raised by the Tenant will take this decision into consideration, noting the matter was fully canvassed and reviewed in this hearing and decision.

B. reduction in rent

On point 9 above, they provided an amount for compensation that represents some percentage of the full rent they paid over time. I am reviewing this part of the Tenant's Application to determine whether they are entitled to some reduced amount of rent going forward, based on their submissions and evidence.

As above, I find the Tenant did not provide evidence that outweighs that provided by the Landlord for this hearing. The Tenant bears the onus to prove on a balance of probabilities that the Landlord breached the *Act* and/or the tenancy agreement. They have not done so here. As set out in various points above, I find the Tenant has blocked the Landlord's efforts at providing repairs in the rental unit, as per s. 32.

The separate storage locker appears to have been repaired by the Landlord; however, it appears the Tenant is not satisfied with this repair in terms of its effectiveness in preventing forced entry. The Tenant may ask the Landlord for maintenance on this particular point; however, they must provide the Landlord a key to unlock any padlock they attached. To complete the repair, the Landlord may remove the Tenant's padlock entirely on their own without the Tenant's permission.

Similarly, one picture provided by the Tenant shows rudimentary repair to the open area under the sink. The Tenant did not provide proof that they made a request to the Landlord for cabinet replacement, one that would be justified in these circumstances in light of the Tenant not cooperating or allowing the Landlord entry for repairs when notice is given to them.

Again, I find these are separate areas in which the Tenant has presented difficulty to the Landlord in communication and not allowing the Landlord to complete their obligations. I find the Tenant did not provide sufficient particulars on what the amount of \$300 represents in terms of a devaluation of the tenancy. As per s. 59(2)(b) of the *Act*, I dismiss this piece of the Tenant's Application, without leave to reapply.

I note the Landlord here is the crown corporation that manages and administers subsidized housing in the Province. The Tenant did not give any statements or evidence to show that they have asked their Landlord for a different living arrangement. This appears to be the most viable option for the Tenant at this point, given the self-disclosed impact this living arrangement is having on their mental and physical health.

Alternatively, the Tenant may be free to seek out another tenancy elsewhere, one for which they would not receive a subsidy.

C. Landlord's provision of services/facilities

The Act s. 27 sets out that a landlord must not restrict or terminate a service or facility if it is essential to the Tenant's use of the rental unit, or it is a material term of the tenancy agreement.

From the Tenant's description, I find there were no services or facilities in common areas that was denied to them. I find what the Tenant described was not essential to their use of the rental unit.

The Tenant did not provide more detail, so I am left inferring what this piece of their Application is really about. Minus full particulars, I find there was no limitation or denial of services or facilities to them.

I dismiss this piece of the Tenant's Application, without leave to reapply.

D. authorization to Tenant to change rental unit locks

The prior Arbitrator dismissed the Tenant's Application for suspension/set conditions on the Landlord's right to enter the rental unit. That matter is concluded, and I am not revisiting that issue in this present hearing. The Tenant may not re-apply on that issue in the future. I amended the Tenant's Application as set out above.

Though the Landlord was open to changing the locks for the Tenant, I am not granting the Tenant authority to do so on their own. This matter was also dismissed by the prior Arbitrator. The Landlord, on their own initiative and with the agreement of the Tenant, may change the locks in order to grant some relief to the Tenant.

I am not granting the Tenant any authority on their own to change the locks in the rental unit; therefore, I dismiss this piece of the Tenant's Application without leave to reapply.

E. Landlord's compliance with the tenancy agreement/Act

As above, and in summary of all the issues described by the Tenant and reflected in the Landlord's evidence, I find it is the Tenant who is making difficult the Landlord's

maintenance of the rental unit, as well as regular communication with the Landlord's representatives.

I accept the Landlord's account that the Tenant was cited for belligerent behaviour to the Landlord's representatives on a few occasions. The Landlord provided a thorough record of the Tenant blocking repair attempts, not providing access to the locker, blocking pest control agents' entry, and even an allegation of vandalism against one of the Landlord's representative's vehicle. The Tenant denies this.

I make no specific order for the Landlord to comply with the *Act* or the tenancy agreement because there is no evidence presented by the Tenant of a breach of either. I find the Tenant has consistently brought to the Landlord challenging situations and behaviour and complaints about virtually everything to do with the rental unit.

As I stated above, the Tenant did not prove any violation or breach of either the *Act* or the tenancy agreement by the Landlord. In this hearing they brought several allegations thereof, all without proof. I find the Landlord has attempted to respond to the Tenant's requests; however, the Tenant will not be satisfied. The Tenant may be in a position to ask the Landlord for different accommodation should that be available; however, the Landlord, who manages and administers subsidized housing in the Province, can only do so much for this individual Tenant who suffers health challenges.

The Tenant brought a host of issues to this dispute resolution process. I am dismissing them all, summarily because I find no wrongdoing in any part of it by the Landlord. This decision is on the record at the Residential Tenancy Branch, and any other applications by this Tenant as against this Landlord will refer to this decision.

Conclusion

For the reasons set out above, I dismiss the Tenant's Application 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 s. 9.1(1) of the *Act*.

Dated: May 29, 2023

Residential Tenancy Branch