



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding DON DEVELOPMENT CONSTRUCTION COMPANY  
LTD and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR-MT, OLC

### Introduction

The tenants applied to the Residential Tenancy Branch [the 'RTB'] for Dispute Resolution. The tenants ask me for the following orders against the landlords.

1. Cancellation of a 10-day Notice to End Tenancy for Unpaid Rent, issued 15 March 2023 [the 'Notice'].
2. Requirement that landlords post the name and phone number of a contact for emergency repairs [the 'Contact Claim'].

The landlords cross-applied to the RTB, and ask me for the following orders against the tenants.

1. Exclusive possession of the rental unit in favour of the landlords.
2. Reimbursement for the \$100.00 filing fee for this application.

The corporate landlords appeared at the hearing on 2 May 2023, by way of an agent. The tenants also appeared.

### Issues to be Decided

Does the Notice end the tenancy?

Must the landlords post the name and number of a contact for emergency repairs?

Should the tenants reimburse the landlords for the cost of filing their cross-application?

### Background and Evidence

In January last year, the RTB heard an application by the tenants against the landlords [the '2022 Application']. As a result of this 2022 Application, the RTB ordered the landlords, 'to post and maintain in a conspicuous place on residential property, the name and telephone number of a person the tenants are to contact for emergency repairs' [the 'Contact Order'].

The RTB went on to decide that:

If the Landlord has not complied with any of these Orders by February 28, 2022, then the Tenant is authorized to deduct \$100.00 per month from her rent until the Order(s) are fulfilled or until a subsequent Order of the Director is made to the contrary.

The Parties may apply for dispute resolution to settle any further such disputes.

In short, on this application before me, the landlords allege that the tenants have unlawfully withheld varying amounts of rent each month from March 2022 to May 2023. Rent is \$844.48, they said. And the amounts withheld generally totalled \$100.00 each month, but typically with several cents also withheld, e.g. \$100.08. As a result, the landlords issued the Notice.

Regarding the Notice, the landlords provided evidence that they:

1. used the form approved by the RTB;
2. signed and dated the Notice;
3. recorded the address of the rental unit;
4. recorded the effective date of the Notice as 25 March 2023; and
5. stated the basis for the Notice as the Applicant's failure to pay rent.

The landlords testified that the total amount owing is \$1,475.90.

The tenants concede that they have withheld rent in that amount since March 2022. But the tenants argue that the landlords have not obeyed the Contact Order, and so the tenants are entitled to withhold \$100.00 rent each month. They told me that the amount they withheld does not total \$1,475.90. Rather, the amount they withheld is reflected in a series of receipts that the landlords issued.

These receipts indicate that the tenants paid a total of \$9,691.50 in rent from March 2022 to March 2023. This is \$1,297.74 less than the full amount of rent owed for that period.

The parties agree that, in response to the Contact Order, the landlords posted a sign in March 2022, and have since maintained it in the front lobby of the residential property.

But the tenants argue that the sign that the landlords have posted does not, in fact, show the name and telephone number of a person they are to contact for emergency repairs.

So, what does the sign show? The parties agreed that the sign reads as follows:

### Emergency Contacts

In case of an emergency please call:

The sign goes on to list the phone numbers of fire, ambulance, police, Fortis BC, BC Hydro and the city's engineering office. Finally, it lists, 'Building Manager', and has a phone number for that manager.

The tenants told me that the phone number for the building manager is the same phone number that all the residents of the building have had for the past decade. And the tenants told me that when they call that number, no one answers it. They also argue that 'building manager' is not the name of a person, as required by the Contact Order.

When I asked the tenants about the occasions they have had to call that number for emergency repairs, they replied that in November last year they texted that number about mould in their bathroom.

The landlords told me that the building manager does always answer that phone number. They told me that they received a message from the tenants in November, but that it was inarticulate. Then when the tenants sent a photo to that number in January this year of a leak, the landlords attempted to schedule an inspection of the bathroom, but the tenants refused.

The tenants conceded that they refused to let the landlords enter the unit, arguing that they would suffer a 'mental breakdown' if they did so.

The tenants also told me that one month they withheld a further \$100.00 from rent because the landlords did not comply with a different RTB order. The landlords conceded that the tenants were entitled to withhold that amount on that occasion.

### Analysis

I have considered all the evidence proffered by the parties. And I have considered all the arguments made by the parties.

The issue of compliance with the Contact Order really centres on the listing of building manager and that person's phone number: does that listing comply with the Contact Order?

I find that a reasonable person reading the sign in question and looking to contact someone about an emergency repair on the rental property, would understand to contact the building manager. Listing 'building manager' along with a phone number (even without the name of a specific individual) is a reasonable effort by the landlords to comply with the Contact Order. In sum, I find that the landlords have substantially complied with the Contact Order.

In hearing from the tenants as to the nature of the Contact Claim, I determined that the Contact Claim is effectively the same claim that the tenants made in their 2022 Application. That claim, therefore, has already been made to the RTB and granted. I have no jurisdiction to revisit that claim.

As the sign substantially complied with the Contact Order, the tenants had no right to withhold rent. I find that the Notice is effective *per* section 52 of the *Residential Tenancy Act* [the 'Act']. As a result, I find that the tenancy is at an end.

### Conclusion

I grant the landlords' application, and make an Order of Possession in their favour. This order is effective two days after the landlords serve it upon the tenants. If the tenants or any occupant of the rental unit fails to comply with my order, then the landlords can file this order with the Supreme Court of British Columbia, and enforce it as an order of that court.

Section 55 (1.1) of the Act also requires in these circumstances that I order the tenants to pay the landlords unpaid rent. I accept the tenants' evidence that they were \$1,297.74 short for the period March 2022 to March 2023. I also accept the landlords' evidence that the tenants were \$100.00 short for April and again for May 2023. And so I order a total of \$1,497.74 payable to the landlords.

The landlords must serve this order on the tenants as soon as possible. If the tenants do not comply with my order, then the landlords may file this order in the Small Claims Division of the Provincial Court of British Columbia. Then the landlords can enforce my order as an order of that court.

I make this decision on authority delegated to me by the Director of the RTB *per* section 9.1(1) of the Act.

Dated: 9 May 2023

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Residential Tenancy Branch