



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Introduction

The Landlord filed their Application for Dispute Resolution on September 3, 2023 seeking an order of possession of the rental unit in line with the One-Month Notice to End Tenancy for Cause (the “One-Month Notice”) they served to the Tenant on August 1, 2023.

The Tenant filed an Application for Dispute Resolution on July 11, 2023 (finalized September 7) seeking:

- cancellation of the One-Month Notice
- repairs made to the rental unit/property, not completed after their requests
- suspend/set conditions on the Landlord’s right to enter the rental unit
- the Landlord’s compliance with the legislation/tenancy agreement
- reimbursement of the Application filing fee.

With the Landlord’s Application already in place, the Tenant’s Application was crossed to that of the Landlord for the same hearing time. The Tenant amended their Application on November 15, 2023, to add:

- a reduction in rent for repairs/services/facilities agreed upon but not provided
- compensation for monetary loss/other money owed.

The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on December 7, 2023. In the conference call hearing, I explained the process and offered each party the opportunity to ask questions.

Preliminary Matter – issues indicated on the Tenant’s Application

The Tenant amended their Application on November 15, 2023. In the Interim Decision dated December 12, 2023 (by which I adjourned this matter for a reconvened hearing on December

20), I dismissed the Tenant's amendments to their Application, with leave to reapply. The reasons for that are set out in that Interim Decision.

Preliminary Matter – service of documents and evidence

At the start of the December 7 hearing, I reviewed the mode that Tenant utilized to serve their documentation to the Landlord.

The Tenant also provided that they served the Landlord in person on September 8, 2023. This was the same day they received documentation for this hearing from the Residential Tenancy Branch. The Tenant also set out that they provided documents attached to the door of the Landlord's residence on September 9, 2023.

I find the Landlord confirmed they received documents for the hearing, along with the Tenant's evidence, attached to the door at their address that is the same as that of the rental unit. This was the address provided by the Landlord on the One-Month Notice as their address for service, as well as that provided on the original tenancy agreement.

By verifying this service, I give all evidence provided by the Tenant to the Landlord in September 2023 my full consideration where necessary and relevant herein.

In the hearing, the Tenant confirmed they received the Landlord's Notice of Dispute Resolution Proceeding, as well as the Landlord's evidence. From this, I find the Landlord served their documentation to the Tenant as required. The Landlord's evidence receives my consideration where necessary and relevant herein.

Issues to be Decided

- A. Is the One Month Notice valid? If valid, is the Landlord entitled to an Order of Possession?
- B. Is the Landlord obligated to make repairs to the rental unit, after making requests?
- C. Is the Tenant entitled to restrictions/suspensions on the Landlord's right to enter the rental unit?

D. Is the Landlord obligated to comply with the *Act*, the regulations, and/or the tenancy agreement?

E. Is the Tenant entitled to reimbursement of the Application filing fee?

Background and Evidence

A copy of the tenancy agreement in place between the Landlord and the Tenant shows that agreement started on July 1, 2021. The agreement shows the rent amount of \$1,750 per month, payable on the 1st day of each month.

In the hearing, the Tenant stated that their original agreement with the Landlord started in 2015. After 5 years the Landlord wanted to extend the agreement, with that agreement ending in June 2021, prompting another agreement after that going forward.

In the hearing, the Landlord noted the agreement addendum's requirement for the Tenant's upkeep of the property.

A. Is the One-Month Notice valid? If valid, is the Landlord entitled to an Order of Possession?

The Tenant provided a copy of the first One-Month Notice, signed by the Landlord on July 1, 2023. This gave the final end-of-tenancy date as July 31, 2023.

On page 2 of the document, the Landlord indicated the following reasons:

- ☐ Tenant is repeatedly late paying rent.
- ☐ Tenant has not done required repairs of damage to the unit/site/property/park.

The Landlord provided details on page 2:

Tenant has been late paying rent repeatedly over the last 4 months. Tenant has painted the inside of the kitchen without permission. The tenant did not notify of a plumbing issue for over 7 days which caused additional damage. Window of detached garage was broken by Tenant's child, repairs have not yet been done.

The Tenant made their application to challenge this end-of-tenancy notice on July 11, 2023. This Application was finalized on September 7, 2023. As part of their evidence, the Tenant provided a letter dated July 7, 2023.

In the hearing, the Landlord provided that this was their parent (*i.e.*, the previous Landlord) who served this to the Tenant. The Landlord served this document by attaching it to the door of the rental unit. The Tenant confirmed this detail regarding service in the hearing.

The Landlord listed the dates of April 8, May 7, June 2, and July 6 as the late rent-payment dates. The Tenant described late rent payments for each month after that through to November, even after they served this One-Month Notice to the Tenant. In the Landlord's evidence, they provided copies of e-transfer money deposits for those dates.

In the hearing, the Landlord described being "100% clear" that rent payments could be sent to "a certain email". They didn't mention that this email belonged to their brother, specifically. They recalled stating to the Tenant: "sometimes me, sometimes my brother if he's around". They mentioned the previous Landlord (*i.e.*, their grandfather) was "looser with payments", meaning they did not want to engender conflict with the Tenant by making this some kind of issue.

In the hearing in response to this, the Tenant stated they had paid rent to their previous Landlord with a series of post-dated cheques until 2019 when the Landlord wanted cash. The Tenant recalled that previous Landlord stating "no problem" when the Tenant informed the previous Landlord that acquiring cash for this purpose could take time. When the previous Landlord visited the Tenant at the rental unit, the Tenant would pay "some" of the rent if available. As stated, this was "very loose".

When the Landlord came into the picture in April 2023, the Tenant gave the Landlord \$500 owing to some dental issue, and asked for extra days to pay that month's rent. The Landlord, according to the Tenant, stated "no problem."

In the Tenant's July 7 written account, the Tenant noted "[the Landlord] did not provide me with a consistent method to accept the rent payment." They had two of the rent payments via e-transfer returned to them because they were not accepted by the Landlord on time.

From May onwards, the Tenant was paying via e-transfer after they expected the Landlord to visit and accept another cash payment. After this, the Tenant set out that each subsequent month's e-transfer was rejected by the Landlord. By September, the Tenant messaged the Landlord about cash ready for this purpose; however, the Landlord did not visit to accept cash.

In response to this, the Landlord stated that rent “can be sent to a certain email”. The Landlord stated they did not state this was specifically their brother; rather, it was “sometimes me, sometimes my brother if he’s around.” The Landlord also described following what an end-of-tenancy notice prescribes: that is one month rent-free, and that is why the Landlord did not accept November rent, thinking that the Tenant was following the end-of-tenancy date.

A second reason is provided by the Landlord on the first One-Month Notice: the Tenant not required repairs of damage to the rental unit, being painting without permission, not notifying the Landlord of a plumbing issue for 7 days, and the broken garage window.

On these pieces, the Landlord did not provide documented evidence. The Landlord spoke to the matter in the hearing, providing that the paint in the kitchen was “hard to prove” because the previous Landlord stated it was okay, but the Landlord now “could say [the previous Landlord] did not.”

In their written response, the Tenant noted they had the “verbal permission” of the previous Landlord. The previous Landlord provided leftover paint, visited after the painting, and “commending me on the great condition of the house and my meticulous care for it.”

Regarding the apparent plumbing issue, the Landlord reflected on the text message they received from the Tenant on June 30 that said the drains were smelling, requiring pumping of the septic system. This led to a hasty pumping process that broke a lid to the septic tank.

The Tenant, in response, pointed to the septic tank forming part of their ongoing requests for maintenance that were not responded to by the previous Landlord. The previous Landlord would simply respond that it was “too early to empty it”. In their written account, the Tenant described the Landlord as arriving to deal with the issue of the tank, making a huge mess, with the hole open, leaving the area unsafe and exposing the area to “healthy and environmental issues.”

In their written account, the Tenant stated they “have diligently taken care of the property, keeping it in the best possible condition.” They cited the Landlord’s failure to maintain the rental unit.

Regarding the garage window, as listed specifically by the Landlord on the One-Month Notice, the Landlord apportioned blame for this to the Tenant’s child. This incident occurred when the Landlord was mowing the lawn, with the Tenant’s child present. The Tenant in the written submission stated: “I assumed that . . . the landlord . . . would take responsibility for repairing

the window, as the incident occurred during [the Landlord's] presence." As of the time of the hearing, the window remained broken.

The Tenant, by contrast, stated this was simply an accident, and mentioned some situation involving a trampoline.

On the second One-Month Notice, signed by the Landlord on August 1, the Landlord indicated an additional issue:

- Tenant or person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to damage the landlord's property.

with the associated detail:

Evidence that tenant lit a fire that was not within a natural gas, charcoal, or propane fuelled outdoor heater, outdoor fireplace, barbeque or other appliance designed and used for the cooking of food. Tenant also disposed of charcoal improperly in yard.

In the hearing, the Landlord stated : "the Tenant should be using a brick structure", and the previous Landlord never had time to deal with this issue appropriately. The Landlord now presented this as a risky situation, and raising an insurance concern. The Landlord recalled the Tenant's response to them, to state "it's fine, [you] should not have a problem with it." The Landlord reiterated the need for the Tenant to limit any activity involving fire to a brick firepit in the backyard; the Tenant's own system using some metal can was for food only.

The Tenant in response stated "some random bylaw person" had visited at some point, and the previous Landlord had never made an issue of this before, and even provided wood.

In a written response, the Tenant stated there were "no complaints from the landlord or neighbours about lighting fires or using the fire pit as everyone does in the backyards." The Tenant also mentioned their continual efforts at maintaining the property in an appropriate state. The Tenant provided photos of the different mechanisms they use in the backyard for traditional cooking.

More generally in their written submission the Tenant related that the Landlord was telling "conflicting stories" regarding their desire to end the tenancy, including an increase in rent, the Landlord themselves would move in to the rental unit, they want to sell the house, and they want to demolish the house and build a new one.

B. Is the Landlord obligated to make repairs to the rental unit after the Tenant made requests?

On their Application, the Tenant listed the matters of repairs as follows:

[the Landlord] made a huge mess at the back yard, left unsafe thorns and tree logs, revealed my backyard to the neighbors without permission [the Landlord] needs to place a covering shed to give us privacy as it was, septic tank left open, sewer pipes not fixed and exposed at the backyard, which preventing me and my kids to enjoy the property. he left his trailer for over a month and a half in [the rental unit property] needs to be removed

In the hearing, the Tenant focused on four separate areas for repair:

- The Tenant presented that their back entrance – including roof, floor, and stairs – was damaged, and this causes water to leak on the Tenant’s belongings. This is the patio installed on their part of the rental unit property, close to the backyard. They reported this many times to the Landlord. The stairs are supported by bricks, and the “shed” is covered in plastic. In their July 7 written account, the Tenant noted “the ceiling of the door to the backyard leaking water onto my belongings on the patio.”

The Landlord responded to say that they knew about this because the Tenant said it had been damaged since they moved in, *i.e.*, this need for repair has not changed since the Tenant moved into the rental unit. The Landlord stated the previous Landlord “never got around to it”, and this is “a concern, yes.”

- The Tenant presented their issue with the septic tank repair/replacement. In their written submission, the Tenant provided:

I recently asked them to check the septic tank, I thought it has been more then 3 years they didn’t check it. June 30th [The Landlord] came to the property and [the Landlord] dug the ground around the septic tank randomly making a huge mess and [the Landlord] left big rocks in the area, the septic company did the job with the septic tank, and [the Landlord] left the property without putting things back, [the Landlord] left the area messy and the hole is open, and [the Landlord] used my wooden pallet to cover the hole, which is unsafe and it exposes us to [health] and environmental issues leaving the septic sewage hole open till today, while it smells really bad in the backyard.

The Tenant re-stated this point in the hearing directly. In their evidence, the Tenant provided photos of the current state of the septic tank that is in place in the backyard. The Tenant on their own, as they submitted, put in a temporary fence around the area and covered the tank hole better with some material.

The Tenant also stated their Landlord's cursory response to the septic tank issue: this was that the house must be vacant in order to complete the work. The issue prompted a visit from the local health authority, who presented that a plumber must address the issue. According to the Tenant the local health authority wrote a report, and only gave the Tenant some contact information about the issue.

In response, the Landlord noted that portions of the tank were rotted away. They initiated a pumping of the tank after the Tenant's request in late June. The Landlord noted that the service person noted the need for a new tank and system.

The Landlord relayed that their plan for the property was a deck rebuild prior to the septic system replacement. They noted that "definitely the whole drainage system needs to be replaced." They said there is "no chance of getting this done with someone in the [rental unit]." According to the Landlord, the local health authority encouraged them to end the tenancy because of the rent issue.

The Tenant reiterated their call for a plumber to inspect the toilet within the rental unit, as well as the pipes throughout the rental unit. They made this request many times to the Landlord.

- The Tenant listed the need for a washroom door handle replacement, always promised by the Landlord but never completed. This poses a problem to anyone who could get stuck inside. The Landlord noted that they heard about this in passing; however, they have not been there to deal with it.
- The Tenant provided a number of photos that show their attention to maintaining the yard at the rental unit property. This care and maintenance, from the Tenant's perspective, was wrecked when the Landlord came to remove several trees and left logs and holes in the backyard area. The Tenant described, in their written submission, the Landlord removing their personal property from a shed and "dumping them in the backyard, including winter tires and other personal items."

As stated by the Tenant in the hearing, since May they have had no access to the backyard.

In the hearing, the Landlord responded to say that they did undertake a backyard project and had informed the Tenant in advance. The Tenant's account, in the

Landlord's estimation, was "kind of fabricated." The material and detritus from their work was "not placed deliberately."

C. Is the Tenant entitled to restrictions/suspensions on the Landlord's right to enter the rental unit?

On this piece of the Application, the Tenant provided:

[The Landlord] never notified me for any of the times [the Landlord] came to property, [the Landlord] used to show up mostly everyday, sometimes I see random people from [the Landlord's] family setting on my swing at the backyard and I knew later on, that they were [the Landlord's] relatives. each time I am not home I get camera detection motion to find that they are around the property, that's when they cut the trees and demolished my fire [pit] and did all that damage. [the Landlord] used to disturb us while I have visitors at home. which caused me stress

In the Tenant's written submission, they described the issue as follows:

I would like to highlight the numerous instances of harassment and inconvenience I have endured since [the Landlord] took over as the landlord despite [the Landlord's] knowledge of my medical conditions, which caused me extra stress. For example, on multiple occasions, [the Landlord] and [the Landlord's] family arrived at the property without any notice, undertaking activities that affected my privacy and the livability of the premises.

The Tenant also provided an account of a witness, who is their neighbour. This witness noted the Landlord "began visiting the house in an irritating manner without prior notice."

The Tenant provided pictures showing the Landlord's entry into the rental unit property. This includes images taken when the Tenant was not home, without notice. This also includes captured images of the Landlord visiting with the police, whom the Tenant called because of the Landlord's peeking into the Tenant's windows. There are also images of the Landlord sitting at the rental unit entry (October 2023), presumably unannounced, and also with the Landlord attempting to enter the rental unit.

In the hearing, the Tenant reiterated that the Landlord would attend to the rental unit property without notice. There was "never any discussion, so this is a disturbance."

In the hearing, the Landlord recalled one instance of their attendance at the rental unit with their friends. Typically, they would send a text message to the Tenant. The Landlord stated the Tenant agreed to their entry into the backyard at the time of yard work being completed.

D. Is the Landlord obligated to comply with the Act, the regulations, and/or the tenancy agreement?

On their Application, the Tenant provided as follows:

-fix the septic tank issue ASAP -I need to know who is my formal landlord, as I don't recognize the name on the notice -deal with one person only (not the whole family), provide rent payment method that I comply with on time -no show up to any of his family in my property without my permission as they [don't] live here or share anything at the property, 24h notice -provide true address for landlord and not to use my address on legal notices -remove his trailer -remove all thorns and tree logs

As above, the Tenant provided evidence and testimony on these issues under different headings in each stage of the hearing.

E. Is the Tenant entitled to reimbursement of the Application filing fee?

As on their Application, the Tenant applied for reimbursement of the Application filing fee.

Analysis

A. Is the One-Month Notice valid? If valid, is the Landlord entitled to an Order of Possession?

The *Act* s. 47 sets out the reasons for which a Landlord may give a One-Month Notice. This includes the reason indicated on the One-Month Notice that the Landlord served to the Tenant here.

In this matter, the onus is on the Landlord to prove they have cause to end the tenancy. I find the Landlord did not provide sufficient evidence in this matter that outweighs that of the Tenant concerning each issue.

The Tenant pointed to the previous Landlord's clear acquiescence on the matter of rent payments not being on time. There was a pattern in place for quite some time that was "very loose" on the payment of rent. This in-and-of-itself does not excuse the Tenant paying rent on 1st of each month as set out in the tenancy agreement; however, the Landlord is now facing a situation involving *estoppel*: the Landlord is prevented from asserting rent was repeatedly late where the Landlord's previous actions imply, and lead the Tenant to conclude, that was not an issue.

I find, combined with this, that instructions from the Landlord on rent payment was not clear to the Tenant, and methods continued to vary, both in terms of a means of payment (either cash or e-transfer), and to whom payment should be made. There appears to be a single email address in place for this purpose, as stated by the Landlord; however, either the Landlord or their brother apparently is the person who will deal with this. Also, I find the Tenant credible on their statement that they provided rent via e-transfer; however, the Landlord did not accept that transfer.

I find that was all unclear to the Tenant. Minus clear instructions to the Tenant, in writing, on the correct single method of payment, reiterating the date, I find there is insufficient proof to show the Tenant violated the agreement in terms of late rent payments. In sum, there was no established agreed-upon method in place, and that must be established before ending the tenancy for this reason. I find this reason the Landlord provided on the One-Month Notice is not valid.

This same reason appeared on the second One-Month Notice the Landlord signed on August 1. For the same rationale set out above, I find this reason was not valid on the second One-Month Notice.

Regarding the paint in the kitchen as a reason of incomplete repairs, I find the Landlord was vague on whether this was an issue. At best they could say something speculative about how they *could* indicate the previous Landlord presented to them that this was indeed a problem. I find this was not an issue, and certainly there is no substance to this issue as a reason for ending the tenancy.

Regarding the plumbing issue – defined as the breakage of the septic tank lid when pumped at the Tenant's request – I find this is not damage caused either intentionally or negligently by the Tenant. This is certainly something that is beyond the Tenant's responsibility to repair; I find the Tenant was not responsible for its damage, and I find the Tenant credible that the tank structure itself was simply old. As stated by the Landlord in the hearing, the tank was "fairly old" and "damaged because of hasty plumbing." This was an ongoing long-standing issue in this tenancy, as described by the Tenant; therefore, I find them credible on the condition of that rental unit property feature.

Aside from this, the Landlord did not describe any other plumbing issue, and did not establish any timeline involving seven days' length that was not reported by the Tenant. I find this individual reason – again loosely concerning repairs at the rental unit – is not valid as to constitute a reason for ending this tenancy.

Also with the garage window, I accept the Tenant's explanation that this was an accident, occurring with the Landlord present to mow the lawn. I find this is not a valid reason to end the tenancy. The item is easily repairable.

In summary concerning the first One-Month Notice, I find the reasons provided by the Landlord therein are not substantiated with evidence. I order this first One-Month Notice cancelled on this basis.

The second One-Month Notice issued by the Landlord followed on August 1. On this document, the Landlord provided an additional issue concerning the Tenant's method of using a designated space for the purpose of having some fire.

Concerning the fire pit, and the Tenant's method of using fire in the backyard for some purpose, the onus is on the Landlord to show this is a violation of some bylaw. I find this is the reason the Landlord tried to show that the Tenant engaged in some illegal activity; however, that is not plain in the evidence the Landlord presented, with no reference to bylaws of any sort in their evidence. There appears to be some disagreement of a structure in place in the yard for this purpose; however, the disagreement over its use and suitability is not a cause to end this tenancy. The Landlord is hard-pressed to claim the Tenant is using fire inappropriately, or dangerously, when there is a solid, grounded structure in place in the yard precisely for that purpose. The Landlord did not provide proof the Tenant's activities involving fire were illegal in any way, and made no reference to dates or severity of the incidents. I find this is a very thin pretext as a reason the Landlord is seeking to end the tenancy.

In sum, I find the reasons provided by the Landlord on both the first and second One-Month Notices are not valid. The tenancy will not end because of these end-of-tenancy notices served by the Landlord to the Tenant. The Landlord applied for an order of possession on the basis of their end-of-tenancy notices. I have found the notices to be invalid; therefore, I dismiss the Landlord's Application in its entirety without leave to reapply.

B. Is the Landlord obligated to make repairs to the rental unit after the Tenant made requests?

The *Act* s. 32 sets out that a landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety, and housing standards required by law, making it suitable for occupation by a tenant.

The *Act* s. 62(3) sets out that an arbitrator may make any order necessary to give effect to the rights and obligations of parties, including an order that a party comply with the *Act*, any regulations, or the tenancy agreement.

Based on what the Tenant presented in this hearing, I find they are entitled to a series of orders concerning repairs, as follows:

- The Landlord acknowledged needed repairs to the back entrance in full. I order such repairs to be completed by February 29, 2024. This is notwithstanding the seasonal weather. The priority on this repair is the roof, which is leaking onto the Tenant's personal property items. I find the deck stairs being held up by bricks poses a serious safety issue. The time for the Tenant making requests for this matter is now over, and the Landlord is obligated as per the *Act* and the tenancy agreement to make the needed repairs.
- I order the Landlord to hire a septic tank professional, who shall provide an estimate and report of the needed work. This will definitively state the need for replacement, and establish the cost thereof. I find at the moment that this definitive information is not in place, and in order to have repairs effected – of which I find the Landlord is positively obligated, as per s. 32 and the tenancy agreement – a professional report, along with an estimate of cost and the impact of the project to the Tenant who shall remain in the rental unit, must be documented and provided to the Tenant. The cost for this is to be entirely borne by the Landlord who is the owner of this property, and responsible ultimately for a healthy and safe living arrangement for the Tenant.

I find the Landlord is aware that this must happen; however, they are not sure how to proceed. A professional report setting this out is needed in the circumstances. Input from the local health authority, who advise at most on bylaws and health standards, is not sufficient, stating merely the need for replacement, and not the practical method or cost.

I order the Landlord to have this professional septic system analysis/report/estimate in place by February 29, 2024. The Landlord must provide a copy of the report and estimate to the Tenant to ensure there is no misinformation about the need for septic tank replacement.

- I order the Landlord to repair the bathroom door handle. That repair is to be completed immediately, by January 31, 2024. The cost for this is to be entirely borne by the Landlord.

- I find the winter weather has more likely than not interrupted a timely completion of a backyard cleanup. I find the Tenant's claim about the state of the backyard valid, especially with regard to the pictures they provided showing the state of the yard prior to some work the Landlord undertook in 2023. As per s. 32, I find the Landlord is positively obligated to complete a clean-up of the backyard space, returning that area to its previous state. There is no reason why that should not have happened.

Given the winter season, I order a complete clean-up of the backyard, by March 31, 2024.

I positively find the Landlord has mismanaged the situation with repairs and maintenance in this rental unit. Moreover, they were aware of the issues, yet seemingly unable to act. In this situation, I have no doubt that the Tenant identified needed repairs and maintenance to the Landlord, and made appropriate requests to the Landlord.

I find the Landlord became the chief Landlord when the previous Landlord, who was their older family member, deceased. That is, however, no excuse for not following the law with respect to this tenancy. I find the Landlord sought in vain to end this tenancy on some pretexts involving rent and other more incidental affairs over the course of the last year. I interpret the scenario as that of the Landlord who is overwhelmed with how to manage the property – especially on issues of larger repairs that must be completed – and was seeking to subvert that duty by seeking to end this tenancy.

The *Act* s. 65 allows an arbitrator to order that past/future rent must be reduced by an amount equivalent to any reduction in the value of a tenancy agreement for repairs not provided. Although I dismiss this issue with leave from the Tenant's November amendment to their Application, in this instance I am making an order for rent reduction on the basis of ensuring the repairs are completed.

I underline the seriousness of the situation with repairs and maintenance as being the Landlord's obligation in this landlord-tenant relationship. I do so by ordering a rent reduction of \$500, effective from February 2024 onwards, until the Landlord has completed all of the four separate sets of repairs and maintenance listed above. I grant that backyard cleanup is not possible in this present winter season; however, I am balancing this measure of rent reduction against the Landlord not cleaning up the situation caused by the work to begin with.

As per s. 65, I authorize the Tenant to deduct the amount of \$500 from each payment from February 2024 onwards.

In managing this effectively, the Landlord must apply to the Residential Tenancy Branch to re-instate the full amount of rent going forward. The Landlord will have to show to the Residential Tenancy Branch that they completed all repairs in this rental unit as I have set out above. I note this will require the Tenant's attendance to a formal dispute resolution to agree that repairs have been completed, should there be some disagreement about that. Alternatively, the parties can reach an agreement if repairs are sufficient to satisfy each portion of the ordered repairs I set out above – that agreement would be for the Tenant to resume payment of the full amount of rent, with no recovery of past reduced rent amounts by the Landlord of any kind.

C. Is the Tenant entitled to restrictions/suspensions on the Landlord's right to enter the rental unit?

The *Act* s. 1 defines "rental unit" as "living accommodation rented or intended to be rented to a tenant." The definition of "residential property" includes "the parcel or parcels on which the building, related group of buildings . . . are located."

The tenancy agreement in place between the parties sets out that "the rental unit is the tenant's home and the tenant is entitled to quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of the rental unit."

The addendum, which forms part of the agreement, notes that "The main house tenant will share the responsibility for up keeping of yard and the house as per rented area." I find as fact that the "rented area" includes the backyard area, minus any statements or evidence from the Landlord to the contrary.

The *Act* s. 29 sets out that a landlord must not enter a rental unit, unless there is permission from a tenant at the time of entry, at least 24 hours written notice, or in the case of an emergency.

In this situation, I find the Landlord is restricted in how they can enter the backyard area, and other areas immediately around the house. I find the Landlord must provide proper notice, in writing, to the Tenant each time they intend to enter the backyard area. The Landlord is in the habit of attending to the rental unit property with family members – I find as fact that these visits are impromptu and not announced to the Tenant. Going forward, I order the Landlord to notify the Tenant – with 24 hours' advance notice in writing – for each occurrence of their visit to the rental unit property.

The Landlord appears to be in the habit of lingering at the Tenant's entry which I find is an intrusion on the Tenant's right to quiet enjoyment, and is an unreasonable disturbance to the Tenant. This must end immediately. To ensure the Tenant's rights are protected during this tenancy, any visit by the Landlord to the rental unit property for any reason requires 24 hours' advance written notice. This is not an order that is outside the bounds of the *Act*, and in this case I find, with repeat occurrences of intrusions on the Tenant's quiet enjoyment, that this is a strict necessity. Combined with the Landlord's statements concerning various reasons to end the tenancy, both to the Tenant and to the neighbours (which I find is fact), this constitutes an unreasonable disturbance to the Tenant.

Aside from the Landlord's need to visit the rental unit property – from now on only with proper notice – the parties have been communicating by email and text message. This should ensure clear communication on issues going forward.

D. Is the Landlord obligated to comply with the *Act*, the regulations, and/or the tenancy agreement?

I have addressed and made findings of fact, as well as orders, on each piece of the Tenant's Application in this process. This section is addressing more general matters concerning this tenancy. The Tenant brought forth many issues of concern in this tenancy.

I order the Landlord to provide one single contact method for the payment of rent. The Landlord who attended the hearing stated it was they who attended the hearing concerning this tenancy, making them the sole point of contact for the Tenant on issues. I find the Landlord must take ownership of this tenancy, and establish themselves as the point of contact. From this point on, the Tenant can disregard any other communication from the Landlord's other family members. Through this hearing process the Landlord who attended the hearing asserted themselves as the Landlord; therefore, this is the single point of contact for the Tenant.

I find, overall, the Landlord is mismanaging this tenancy to the degree that there are miscellaneous breaches of the *Act*. This includes the Tenant's right to quiet enjoyment, freedom from unreasonable disturbance, inappropriate and unannounced visits to the rental unit property, ineffective collection of rent, and lack of attention to repairs. I appreciate the Landlord appears to have this role foisted upon them after their family member deceased, who was the previous Landlord. As I set out above, this does not allow the Landlord to disregard what is in place via the tenancy agreement, or the tenets of the *Act*, all of which I referred to above.

I strongly urge the Landlord to retain the services of a competent property manager who is attuned to the matters of tenancy laws and procedures. That must not be any of the Landlord's other family members, in line with what I set out above regarding the Landlord's limitations on who may visit to the rental unit property with proper notice.

Aside from this, I draw the parties' attention to Part 5.1 of the *Act*, that which sets out the Residential Tenancy Branch's authority to conduct investigations to ensure compliance with the *Act*. This makes the Landlord vulnerable to further monetary penalties, as set out in s. 87.3 of the *Act*.

Additionally, the Tenant has leave to reapply on the issue of compensation to them for monetary loss or other money owed. As per the *Act*, this can include compensation for the impact of various breaches of their rights under the *Act*.

E. Is the Tenant entitled to reimbursement of the Application filing fee?

The Tenant was successful in this Application; therefore, I grant the Tenant recovery of the \$100 Application filing fee. I authorize the Tenant to withhold this amount from their February 2024 rent amount, one time only.

Conclusion

For the reasons set out above, I order the One-Month Notice issued by the Landlord on July 1, 2023 is cancelled. I order the subsequent One-Month Notice issued by the Landlord on August 1, 2023 is similarly cancelled. The tenancy remains in full force and effect. I dismiss the Landlord's Application for this reason, without leave to reapply.

I made specific orders for repair by the Landlord, with targets dates set out above. I grant this part of the Tenant's Application in full. In line with this, I made specific orders regarding a reduction in rent from February 2024 onwards.

I made a specific order regarding the Landlord's right of access at the rental unit, and its property, as set out above. I grant this part of the Tenant's Application in full.

I find the Landlord is positively obligated to comply with the *Act*, the *Residential Tenancy Regulation*, and the tenancy agreement. I grant this part of the Tenant's Application in full.

I make this decision on the authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: January 19, 2024

Residential Tenancy Branch