



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## DECISION

Dispute Codes MNDC, OLC, PSF, RPP, O

### Introduction

This was the hearing of an application by the tenant for a monetary order, an order that the landlord comply with the *Residential Tenancy Act*, Regulation or tenancy agreement, an order that the landlord provide services or facilities required by law and that the landlord return the tenant's personal property. The tenant also applied for other unspecified relief. The hearing was held at the Residential Tenancy Office in Burnaby. The tenant attended the hearing. The landlord did not attend although the tenant testified that he served the landlord with the application and Notice of Hearing by leaving a copy with an agent of the landlord on November 19, 2010. The landlord did provide a written submission and copies of documents before the hearing.

### Issue(s) to be Decided

Is the tenant entitled to a monetary award as compensation for damage or loss and if so, in what amount?

### Background and Evidence

The rental property is single room occupancy hotel in Vancouver. The tenant occupies a room on the second floor of the hotel. His monthly rent of \$375.00 is paid by the Ministry of Social Services.

The tenant made the following complaints in his application for dispute resolution:

- The landlord has not provided a fridge as promised

- A TV has not been replaced from electrical problems as promised
- The landlord has not complied with health safety standards
- The landlord is not dealing with drug use in common areas
- The landlord's staff is forcing religion on the tenant

The tenant claimed compensation for loss of quiet enjoyment and for loss of his personal items in storage. The tenant complained that the landlord has not provided him with wake-up call service

The tenant testified that there is an outlet for a clothes dryer outside the window to the rental unit. He has complained to the landlord about occupants using the dryer late in the evening. The tenant said that not only is the noise from the dryer disturbing but hot air and fumes from the dryer vent prevent him from opening the window in his room. the air in his room becomes very warm and dry and it keeps him from sleeping.

The tenant testified that he stored personal possessions in the basement of the hotel and that the landlord has prevented him from accessing his belongings. He testified that they have been stolen. The tenant did not provide any documents describing his goods and he did not submit any evidence to substantiate that the landlord agreed to allow him to store goods in the basement.

In the landlord's written submissions it has denied the tenant's claims and provided particulars of its disagreement with the tenant's evidence.

### Analysis and conclusion

The tenant did not provide convincing testimony to support the majority of his claims. I do not accept that the landlord is somehow obliged to give the tenant a fridge or a



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television. The tenant did not produce any agreement obligating the landlord to provide wake-up services. The tenant did not provide evidence to show that he has lost any goods or to show that the landlord is responsible for such loss. The tenant complained that the landlord has not provided him with receipts for his rent payments, but I note that the *Residential Tenancy Act* only requires a landlord to provide a tenant with a receipt for rent paid in cash. The tenant's rent is not paid in cash. These claims are dismissed without leave to reapply.

The one aspect of the tenants' testimony that I found to have merit was his complaint concerning the use of the clothes dryer at inappropriate hours and the venting of the dryer outside the tenant's window. I order that the landlord strictly enforce the restrictions concerning hours of operation of the laundry facilities which I understand prevents the use of the washer and dryer after 10:00 P.M. I further direct that the landlord forthwith relocate the dryer vent so that it does not preclude the tenant from opening his window to obtain fresh air. The tenant has leave to reapply if these changes are not implemented within one month from the date of this decision.

Save and except for the above directions the tenant's application, including his application for a monetary order are dismissed without leave to reapply.

Dated: January 06, 2011.

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