



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNL, OLC, MNDC, ERP, PSF

Introduction

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This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy. The tenant applied for an order directing the landlord to comply with the Act, provide services and carry out emergency repairs. The tenant also applied for compensation for problems associated with the tenancy.

Both parties attended the hearing and had opportunity to be heard. The landlord acknowledged receipt of evidence submitted by the tenant. Both parties gave affirmed testimony.

During the hearing the tenant informed me that she had plans to move out and the parties agreed to a move out date of December 01, 2013. The landlord requested an order of possession.

Since the tenancy is ending, the remainder of the tenant's application except for her claim for compensation, is moot. Accordingly, this hearing only dealt with the tenant's claim for compensation.

Issue to be Decided

Is the tenant entitled to compensation?

Background and Evidence

The tenancy began on May 16, 2013. The rent is \$650.00, due on the first of the month.

The tenant stated that the rental unit was cold and as a result, she suffered from multiple health problems and has provided a list of the problems. The tenant stated that she had an ongoing cold and also experienced anxiety and stress. The tenant stated that she felt uncomfortable and unsafe and the landlord would not make the required repairs. The tenant also stated that the landlord entered the suite without notice and some of her belongings went missing.

The tenant filed copies of hand written notes that were exchanged between the two parties and an itemized list of her medical problems.

The landlord testified that she maintained the temperature at 20 degrees and upon checking out the complaint of insufficient heat, the landlord found that the tenant's mattress was placed directly on the floor right by a window. The landlord stated that the house is 60 years old and areas closer to the window might not be as warm as other areas. The landlord also noted that the tenant wore a t-shirt at home. The landlord requested the tenant to move her bed away from the window, use a bed frame and to dress adequately to accommodate her personal need for heat.

The landlord stated that she hired a repair contractor to do the required work and provided at least 24 hours written notice to the tenant. The landlord explained in the written note the details of the work being done in the suite and in other areas of the home. The tenant wanted a specific time for the contractor to work in her suite. The contractor was only able to provide a window of time. The tenant refused to allow the contractor in on at least one occasion.

The landlord denied having taken any items from the tenant's unit. The tenant stated that she couldn't find her video camera and assumed that the landlord had taken it.

Analysis

The parties mutually agreed to end the tenancy on or before 1:00 pm on December 01, 2013. During the hearing the landlord made a request under section 55 of the legislation for an order of possession. Under the provisions of section 55(1), upon the request of a landlord, I must issue an order of possession. Accordingly, I so order. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Section 32 of the *Residential Tenancy Act*, speaks to the landlord and tenant obligation to repair and maintain the rental unit. The landlord must provide and maintain the rental property in a state of decoration and repair that complies with the health, safety and housing standards required by law and having regard to the age, character and location of the rental unit.

In this case, I find that the landlord fulfilled her obligations by acting on the tenant's complaints in a timely manner and making the necessary arrangements to carry out repairs. The landlord also gave the tenant at least 24 hours written notice to enter the rental unit for the purpose of repairs, and the tenant by her own admission did not cooperate with the contractor.

The home is 60 years old and the landlord informed the tenant of steps she could take to keep warm. I find that the landlord kept the home at a reasonable temperature and the tenant did not make efforts to accommodate the age of the home or her personal needs for warmth.

The tenant provided a list of her medical problems but has not proven that the landlord is responsible for the status of her health.

For all the above reasons, I find that the tenant has not proven her claim for compensation and therefore it is dismissed.

Conclusion

I grant the landlord an order of possession effective on or before **1:00 p.m. December 01, 2013.**

The tenant's application is dismissed.

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: November 21, 2013

Residential Tenancy Branch

