



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, LRE, RPP, RR, FF

Introduction

This hearing concerns the tenant's application for cancellation of a 1 month notice to end tenancy for cause / an order suspending or setting conditions on the landlord's right to enter the rental unit / an order instructing the landlord to return the tenant's personal property / a reduction in rent for repairs, services or facilities agreed upon but not provided / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

During the hearing the tenant confirmed that it was an inadvertent error in his original application which saw him applying for cancellation of a notice to end tenancy for landlord's use of property.

Issue(s) to be Decided

Whether the tenant is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not before me, the tenancy began on March 08, 2013. Monthly rent is \$1,000.00. A security deposit and a pet damage deposit in the combined total amount of \$995.00 was collected.

Pursuant to section 47 of the Act which speaks to **Landlord's notice: cause**, the landlord issued a 1 month notice to end tenancy dated January 27, 2014. The notice was served in-person on that same date. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is February 28, 2014, and reasons shown in support of its issuance are as follows:

Tenant has engaged in illegal activity that has, or is likely to:

adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord

Tenant has caused extraordinary damage to the unit / site or property / park

The tenant filed an application to dispute the notice on February 05, 2014.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: www.rto.gov.bc.ca

During the hearing the landlord's agent testified that the landlord no longer seeks an order of possession arising from the issuance of a 1 month notice to end tenancy for cause. Accordingly, I consider the tenant's application for cancellation of the notice to be withdrawn, and I find that the tenancy presently continues in full force and effect.

Based on the documentary evidence and testimony, the remaining aspects of the tenant's application and my findings / orders related to each are set out below.

Order suspending or setting conditions on the landlord's right to enter the rental unit

Section 29 of the Act speaks to **Landlord's right to enter the rental unit restricted**. While there is insufficient evidence before me that the landlord has failed to comply with the aforementioned provisions of the Act, going forward, the landlord is **ORDERED** to comply with section 29 of the Act.

Order instructing the landlord to return the tenant's personal property

The **LANDLORD** is hereby **ORDERED** as follows:

- 1) To return the tenant's **dishwasher** by not later than **midnight, Saturday, March 15, 2014**.
- 2) To confirm whether the landlord has possession of the tenant's **auto – paint gun** and / or **bench grinder**. If the landlord has possession of either of the aforementioned 2 items, the **LANDLORD** is **ORDERED** to return the item(s) by not later than **midnight, Saturday, March 15, 2014**.

Following from the above and arising from the agreement reached between the parties during the hearing, the **TENANT** is hereby **ORDERED** as follows:

- 1) To not install his dishwasher either temporarily or permanently in the unit.

- 2) To not employ the use of his auto - paint gun or bench grinder in any way to alter the interior of the unit without the express written consent of the landlord.

Related to the ORDERS issued to the tenant, as set out immediately above, for information the attention of the parties is drawn to section 47(1)(l) of the Act (**Landlord's notice: cause**).

Reduction in rent for services or facilities agreed upon but not provided

The parties agreed that this aspect of the application concerns the cosmetic appearance of the bathtub. It was further agreed that while the bathtub is functional, it is in need of re-enameling. Pursuant to all the foregoing, I find there are presently insufficient grounds for ordering a related reduction in rent, however, in the meantime the **LANDLORD** is hereby **ORDERED** as follows:

- 1) To inform the tenant by not later than **midnight, Monday, March 31, 2014** of what progress the landlord has made in relation to i) finding a suitable company to perform the repair, and ii) scheduling the repair to be done.

\$50.00: *filing fee*

During the hearing the tenant withdrew this aspect of his application.

Conclusion

The tenant's application for cancellation of a notice to end tenancy, in addition to recovery of the filing fee are both withdrawn. The tenancy continues uninterrupted.

The parties are hereby **ORDERED** to comply with the specific **ORDERS** set out above.

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: February 27, 2014

Residential Tenancy Branch

