



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

A matter regarding SIMKIN HILDINGS LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OLC

### Introduction

On March 2, 2023, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) asking that the Landlord comply with the Act, Regulation, or Tenancy Agreement.

The matter was set for a conference call hearing. Both parties appeared at the hearing. The hearing process was explained, and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence, orally and in written and documentary form, and make submissions to me.

### Preliminary and Procedural Matters

The Tenant testified that he failed to serve his documentary evidence to the Landlord prior to the hearing. The Landlord stated that she served most of her documentary evidence to the Tenant prior to the hearing as it was served in relation to an earlier hearing held last week.

Since neither party served each other with all the documentary evidence in accordance with the Rules of Procedure, the documentary evidence before me was not considered by me and was excluded from the hearing.

I have reviewed all oral evidence before me. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided.

- Is the Tenant entitled to an order for the Landlord to comply with the Act, Regulation, or the tenancy agreement?

Background and Evidence

The Landlord and Tenant both testified that the tenancy began on November 1, 2022, as a one-year fixed term tenancy. Rent in the amount of \$1,300.00 is to be paid to the Landlord by the first day of each month. The Tenant paid the Landlord a security deposit of \$650.00.

Prior to this hearing the parties participated in another hearing before a different Arbitrator and reached a settlement decision that the tenancy is ending on April 1, 2023. The Landlord was granted an Order of Possession for the rental unit.

It appeared that the Tenant did not understand that this hearing is restricted to the issue contained within the Notice of Dispute Resolution Proceeding that was served on the Landlord.. The Tenant appeared to want compensation for what he feels was a loss of value in his tenancy related to loss of use of a bed, and access to a bathroom.

The Tenant was provided information on how to proceed with a monetary claim and was informed that this hearing will not proceed on his monetary claims.

The Tenant testified that he did not have use of a bed for 15 days at the start of his tenancy, but he now has a bed. The Tenant testified that he did not have use of a bathroom for two weeks in December 2022 due to a repair issue, but he now has use of the bathroom.

In response to the Tenant's testimony, the Landlord testified that the Tenant was provided with a bed on the first night of his tenancy. The Landlord testified that the rental unit contains two bathrooms and the Tenant had full use of a bathroom while the other bathroom was being repaired.

Analysis

Based on the above and the testimony of the parties, I find as follows:

The issue for me to determine is whether or not to order the Landlord to provide services or facilities as provided in their tenancy agreement or law.

Based on the testimony of the Tenant and Landlord, I find that the Tenant has been provided with a bed and the Tenant has use of a bathroom. I decline to make an order the Landlord to provide these services or facilities because they are being provided to the Tenant.

The Tenant is at liberty to apply for dispute resolution if he feels he is entitled to compensation for a loss of value in his tenancy.

The Tenant's application is dismissed in its entirety.

### Conclusion

The Tenant has been provided a bed and a bathroom. I decline to order the Landlord to provide these services or facilities to the Tenant because they are already being provided.

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: April 5, 2023

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Residential Tenancy Branch