



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## DECISION

Dispute Codes: OLC, RP, MNDC, & FF

### Introduction:

This hearing dealt with an application by the tenant requesting that the landlord complete repairs to the rental unit and a claim for damage or loss under the *Act*. Both parties appeared for the hearing, provided affirmed evidence and had the opportunity to respond to the evidence of the other party.

### Issues to be Determined:

Are there repairs for which the landlord should be ordered to complete? Is the tenant entitled to compensation for loss or damage under the *Act*?

### Background and Evidence:

This tenancy began on July 1, 2003 on a month to month basis. The tenant paid a security deposit of \$395.00 on May 20, 2003. The current rent is \$897.00 per month. This dispute appears to have begun around September 3, 2008 when the tenant informed the landlord of a problem related to how the toilet in the rental unit was flushing. Since that time first complaint up to the date of this hearing the landlord has had a plumber out to check the problem on four occasions. However, the tenant's complaints include that as this problem has continued the landlord has also become threatening and has been harassing the tenant and his guests.

The tenant also complained that the landlord has not given proper notice at times when he has brought the plumber to investigate the problem. The tenant believes that the landlord should just replace the toilet; however the landlord submits that there is nothing wrong with the toilet and no need to replace it.

In addition to these issues the relationship between the landlord and tenant has also been strained due to other issues surrounding the tenancy. These include a letter of June 25, 2008 questioning whether the tenant had other occupants in his rental unit contrary to the tenancy agreement, another request that the tenant remove cardboard which he had placed in his window and a letter in October 2008 cancelling the tenant's access to parking.

### Analysis:

I find that the tenant's application is unsubstantiated and unwarranted. I am not satisfied that the landlord has acted in appropriately or outside of the *Act*. The evidence submitted clearly shows that the landlord has acted reasonably to the tenant's complaints about the rental unit. The evidence supports the conclusion that the landlord has documented in writing his requests to the tenant and the attempts made to resolve the issue with the tenant's toilet.

I find that the tenant is unreasonable in his demands respecting the toilet. While the tenant may not be satisfied with the way the toilet flushes; however, there is no evidence to support the conclusion that the toilet does not work. The landlord has responded and I am satisfied with the opinion of the plumber that there is nothing wrong with the toilet. I find that the tenant has taken the issue of his dissatisfaction with the toilet to take further issue with the landlord's duty to maintain the rental unit and premises. This has clearly poisoned the relationship. However, the tenant has no right or grounds on which to demand that the landlord replace his toilet.

I also find that the tenant has failed to establish any ground to support his claim for compensation. I am not satisfied that the tenant has supported his claim that the landlord has harassed himself or his guests. The only documented evidence is the landlord's letters approaching the tenant about possible breaches to the tenancy agreement. It is within the landlord's right to address the tenant on possible breaches to the tenancy agreement and these do not constitute as harassment. I deny the tenant's claim for compensation.

I do accept the tenant's request to order that the landlord comply with the tenancy agreement and *Act*. Specifically, the landlord is attempting to serve the tenant one month's notice to end his parking. The landlord is relying on an addendum which the tenant signed on June 18, 2007 for this parking space. The landlord submitted that this was a separate agreement outside of the tenancy agreement. I disagree. I find that the parking space is an essential part of the tenancy agreement and part of the tenant's rent. I find that the landlord is required to provide the tenant a parking space as a material term of his tenancy agreement. Failure to provide this essential service could result in damages against the landlord.

#### Conclusion:

I dismiss the tenant's application in part. I dismiss the tenant's request for an order to have the landlord repair the toilet in the rental unit and I dismiss the tenant's claim for compensation. I do find that the tenant's parking is a material term of his tenancy agreement and an essential service. I find that the landlord would be in breach of the tenancy agreement by withdrawing the tenant's parking.

Dated December 05, 2008.