



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION AND REASONS

Dispute Codes

MNDC & FF

Introduction

This hearing dealt with an application by the tenants who are seeking compensation related to loss or damage due to the landlord's failure to provide the rental unit and services and/or facilities as agreed to at the start of the tenancy. Both parties were present at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present oral evidence, to cross-examine the other party, and to make submissions during the hearing.

Issue to be Determined

Have the tenants established a monetary claim due to loss or damage related to a breach of the tenancy agreement by the landlord?

Background and Evidence

The tenancy began on April 1, 2008 for a fixed term tenancy ending March 30, 2009. The monthly rent was \$1,925.00 and a security deposit of \$962.50 was paid by the tenants on March 5, 2008.

The tenants are seeking a monetary claim for the sum of \$6,000.00 on the basis that landlord failed to make repairs to the rental unit and to provide services or facilities. The tenants had numerous concerns about the rental unit and the facilities which they stated the landlord never addressed.

The tenants stated that after numerous conversations and verbal requests to have their concerns addressed they wrote the landlord. The tenants state that their letter was provided to the landlord on November 18, 2008 and at that time the parties conducted another inspection to discuss all the deficiencies raised by the tenants.

The tenants submitted that their rent should have been reduced by \$500.00 a month to reflect the loss they experienced due to the landlord's failure to address their concerns or make the agreed to repairs or improvements discussed at the time the tenancy agreement was entered into.

The landlord stated that the tenants accepted the rental unit in the condition it was in at the time the agreement was signed. The landlord denied any verbal agreements to

make improvements, such as replacing the carpet and painting the rental unit. The landlord referred to the move in condition inspection report which confirmed the condition of the rental unit and also documented the repairs to be completed at the start of the tenancy. The agreed upon repairs included the replacement of the shower head, changing light bulbs, cleaning of some blinds and painting of the baseboards and door frames. The landlord also argued that the tenants accepted the condition of the rental unit at that time and agreed to the monthly rent.

There is nothing in the documentation from the start of the tenancy that indicates the agreement to replace carpets, paint the rental unit, or repair the cracks in the ceiling. The landlord also pointed out that they have responded to requests for repairs, such as repairing the dishwasher in May 2008. It was the landlord's argument that the tenants were not promised the repairs or improvements requested and that the landlord has fulfilled their responsibilities and obligations under the tenancy agreement and the *Act*.

Analysis and Findings

I deny the tenant's application. The tenants' application is based on alleged verbal agreements which I find cannot be given greater weight than the written move in condition inspection. I agree with the submission of the landlord that the tenants accepted the rental unit in the condition it was provided and that any repairs required were noted in writing on that legal document. The tenants occupied the unit for the full one year lease.

The tenants rely largely on their position that they were told orally that improvements would be made to the rental unit and on their verbal requests for repairs during the majority of the term of the tenancy. It was only at the later stages of the tenancy that the tenants put their concerns in writing. However, even after providing this letter, again, the tenants failed to follow up in writing as to whether the repairs were adequately addressed by the landlord.

The landlord provided evidence at the hearing that they did respond to requests for repairs made by the tenants. The landlord identified that work was completed to the tenants' dishwasher. The tenants; however, stated that they continued to have problems after the repair to the dishwasher was completed. However, the tenants have no evidence that they notified the landlord of the continued problems.

I find that the tenants have failed to establish their claim. I do not accept the tenants' evidence that they were promised renovations to the rental unit at the start of the tenancy. I also find that the tenants failed to prove that the landlord did not make necessary repairs to the rental unit as required by the *Act*.

The tenants have also failed to establish what damage or loss they have suffered due to these minor inconveniences. I am not satisfied that there was a significant loss given that the tenants continued with this tenancy despite the significant problems they now allege caused them such grief and discomfort.

Conclusion

I dismiss the tenants' application. I find that the tenants have not suffered any loss or damage and that the landlord was not in breach of the tenancy agreement.

Dated June 10, 2009.

Dispute Resolution Officer