

DECISION

Dispute Codes OLC, RP, RR, FF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution for an order to have the landlord make repairs to a rental unit and for a rent reduction for repairs promised but not provided.

Issues(s) to be Decided

The issues to be decided are whether the tenant is entitled to an order to have the landlord complete repairs; for a rent reduction for agreed upon repairs that have not been provided and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to sections 32, 65, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The tenancy began on May 29, 2008 as a 1 year fixed term tenancy and then converted to a month to month tenancy for a monthly rent of \$800.00 due on the 1st of the month and a security deposit of \$400.00 was paid on May 1, 2008.

The tenant submitted the following documents into evidence:

- A letter dated November 26, 2009 outlining the issues under dispute;
- A letter dated October 5, 2009 to the building manager requesting completion of repairs to the balcony by November 9, 2009;
- A copy of an Application for Tenancy dated May 1, 2008 for the tenant;
- A copy of a document entitled Credit References that has provides permission for the tenant to have a deep freeze, propane barbecue and a waterbed in the rental unit;
- A copy of the tenancy agreement, however, the copy provided is too faint and not readable;
- A copy of the move in Condition Inspection Report dated June 1, 2008 signed by both parties;
- A letter addressed to the manager listing additional items for the Condition Inspection Report; and
- 14 photographs showing "sweating" windows, carpet stains and burns and chips in the linoleum flooring.

During the hearing the tenant clarified that she is seeking compensation for changes made to the tenancy agreement prior to the start of the tenancy; and reduced rent in the amount of \$100.00 until such time as the landlord completes repairs to the balcony; windows; carpets, kitchen and bathroom floors; electrical outlets; heater; and provides new locks. The tenant also stated she is seeking to stop illegal entry into her rental unit and break-ins of her car.

The tenant testified that she had viewed the rental unit and had agreed to rent in the amount of \$775.00 and signed an application and tenancy agreement for that amount. When she returned later to request written agreement for her to have a barbecue the landlord changed the rent amount to \$800.00.

The tenant initialled the changes on the application and the tenancy agreement. The tenant is now requesting a refund of the \$25.00 per month since the start of the tenancy in the amount of \$475.00 plus 4% interest or a total of \$494.00.

The tenant testified that she had been requesting the balcony be fixed since the start of the tenancy and had been promised that it would be done within a short period of time. She agreed with the landlord that the repairs to the balcony are complete except for the painting.

The tenant provided photographs of the single pane windows in the rental unit, showing the windows covered in condensation. The photographs show some discolouration to the tracks and the window sill.

The tenant testified as to the condition of the carpets but confirmed that she has never asked to have them replaced. The tenant also requested that the linoleum floors in the bathroom and kitchen be replaced. She testified that the electrical outlets were loose and sometimes they worked and sometimes they did not. She also stated the heaters often did not work. The tenant also asked to have new locks on the door as she states they have never been changed since the last tenant moved out.

The landlord testified that the 5 or 6 year old carpets had some stains and burns but were in relatively good shape and did not require replacement. He also stated the linoleum flooring also was in good shape with some minor chips. He testified that he had not been aware of any electrical or heater problems but that the locks had been changed prior to the start of this tenancy.

The tenant testified that on occasions she had left the rental unit and upon her return she could tell that someone had been in the unit. She stated that her radio station would have been changed or her hair dryer would have been turned on despite her knowing that she had turned it off.

The tenant testified that her car had been broken into on several occasions and that she had reported this to the landlord. She testified that she had one time been locked in the

laundry room for an entire day. She stated she was in the laundry room and heard a “click”; she turned around and the door was closed and she could not open it. Several hours later she heard another “click” and the door could be opened. The tenant testified that she immediately told the landlord about this incident.

The landlord testified he had not been informed of any breaks-in into the tenant's car. Both the landlord's agents testified that they had never had any reports of car break-ins or of the incident in the laundry room.

The tenant stated in her testimony that she had been psychologically abused over the course of the tenancy but refused to go into any detail during the hearing.

Analysis

As the tenant signed the tenancy agreement and later initialled the changes made to the original agreement, including the rent amount of \$800.00 I find that the tenant agreed to the full amount and cannot now reduce the amount agreed to in May 2008. I dismiss this part of the tenant's application.

Section 32 of the *Act* requires a landlord to provide and maintain residential property in a state of decoration and repair that:

- a) Complies with the health, safety and housing standards required by law, and
- b) Having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

The evidence and testimony submitted by the tenant does not substantiate her claim that the landlord is not meeting these requirements set out in the *Act*. From the photographic evidence provided the rental unit appears to be suitable for occupation by a tenant.

The tenant provided no evidence that the rental unit is non-compliant with the health, safety or housing standards required by law. As well, the landlord was unaware of several of the issues identified in the hearing; I therefore dismiss this part of the tenant's application, with the exception of the electrical and heater issues.

The tenant has also failed to provide evidence or corroborating testimony of anyone entering her rental unit illegally or of any psychological abuse, as such, I dismiss this portion of the tenant's application.

Conclusion

While I have dismissed the majority of the tenant's application, based on the possibility of the potential hazard to the tenant's safety, I order the landlord to have the electrical outlets and heaters check by qualified professionals to ensure they are working appropriately and safely, within one month of receiving this decision.

Since, I have found that no repairs are required under the *Act* and that some of the repairs were never requested by the tenant until this hearing, I dismiss the tenant's application for a rent reduction for repairs agreed upon but not received.

Finally, as the tenant has not been successful in the majority of her application I dismiss her application to recover the filing fee for this application from the landlord.

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: January 07, 2010.

Dispute Resolution Officer