

DECISION

Dispute Codes DRI, RR, FF

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking orders to dispute an additional rent increase, to allow the Tenant to reduce the rent for repairs, services or facilities agreed upon but not provided and to recover the filing fee for the Application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues(s) to be Decided

Is the Tenant entitled to a reduced rent?

Has the Landlord charged an additional rent increase?

Background and Evidence

The parties entered into a written tenancy agreement in November of 2007, with the tenancy beginning on December 1, 2007. A condition inspection report was performed which contains a significant amount of comments regarding the state of the rental unit. There are many items listed that require repairs or replacing.

Prior to moving in, the Tenant requested that the carpets be replaced in the rental unit. He testified that they were old and worn out. The Agent for the Landlord at that time refused this, saying if new carpets were put in the Landlord would have to charge a higher rate of rent.

The Tenant then sought permission to install his own laminate flooring in the rental unit to replace the carpet. The Agent for the Landlord agreed to this. The carpets were removed before the Tenant moved in, laminate floors were installed by the Tenant and

a note was added to the condition inspection report stating, "All laminate flooring will be removed if Tenant wishes."

The Tenant then did some work around the rental property, which included raking the leaves, for a period of time. He testified that the Agent for the Landlord at that time agreed he could reduce his rent by \$300.00 for the work done around the property.

Following this there was a change in Agents at the building and the subsequent Agent demanded that the Tenant pay the \$300.00 previously deducted from rent. The Agents are also requesting a fee for late payments each month.

The Tenant testified that the Landlord has employed many different Agents at the rental unit property since the start of the tenancy. He says each one harasses him to pay this overdue amount.

The Tenant has a long list of repairs he wants the Landlord to perform at the rental unit. He wants the rent reduced because the Landlord has failed to make these repairs.

The Tenant also wants a notice to increase the rent for June 2010 cancelled, because the Landlord has not done the repairs to the rental unit.

The Agent for the Landlord testified that they do not make deals with the renters in their units to reduce the rent without any agreements. He testified that the Landlord feels the Tenant owes him the \$300.00 the Tenant deducted from his rent, plus the late fees.

The Agent for the Landlord did not want to pay for the laminate flooring installed by the Tenant. The Agent for the Landlord did not address the Tenant's request for repairs during the hearing.

Analysis

Based on the foregoing, the evidence and testimony, and on a balance of probabilities, I find as follows:

I dismiss the Tenant's Application, with leave to reapply, for the following reasons:

The Tenant had insufficient evidence to show that the Landlord had agreed to do the repairs listed on the condition inspection report at the rental unit. Furthermore, the Tenant had no evidence to show he had requested in writing that the Landlord do the repairs. The condition inspection report only sets out that the locks had to be changed

and a note about the furnace, in regard to repairs which were needed at the start of the tenancy. The other notes and comments on the condition inspection report are references to the quality and state of the unit at the outset of the tenancy. There is nothing which indicates these repairs were promised to the Tenant. I note the Tenant did not include in his Application a request for an order for the Landlord to make repairs to the rental unit.

Nevertheless, I also note the Landlord is required to comply with section 32 of the Act to provide and maintain the rental unit in a state of repair that complies with health, safety and housing standards required by law and make it suitable for occupation by the Tenant.

In this situation, the Tenant should have provided the Landlord with a written list of repairs which he feels are required in the rental unit and set out a reasonable amount of time to do the repairs. If the Landlord failed to make these repairs in a reasonable amount of time, then the Tenant could make an Application for Dispute Resolution seeking a rent reduction until the repairs are done and an order to compel the Landlord to make the requested repairs.

As to the laminate floors, I find that the Landlord agreed the Tenant could install the floors and could remove these at the end of the tenancy. The Tenant did not remove the old carpets himself, and therefore, it would be up to the Landlord to re-install the carpets, or other flooring, if the Tenant vacates the rental unit and takes his laminate floor.

I also note that it is open to the Landlord and Tenant to negotiate a purchase of the floors installed by the Landlord at the end of the tenancy. This would seem to be a reasonable solution, which would save the Landlord installing the old, worn out carpet or purchasing and installing other new flooring.

As to the request to cancel the rent increase, the Tenant did not provide a copy of the Notice to Increase the rent in his evidence, neither did he show the Landlord was requesting an illegal rent increase. Therefore, I find there is insufficient evidence to cancel the rent increase.

Lastly, I am unable to find that the Tenant was allowed by an Agent for the Landlord to reduce his rent for work performed at the rental unit. Under section 26 of the Act the Tenant is not allowed to reduce rent even if the Landlord is not complying with the Act or tenancy agreement, unless he has a right to do so under the Act, such as an order

from a Dispute Resolution Officer, or, if he had a written agreement with the Landlord to reduce the rent. Neither of these situations applies to this claim.

As the Tenant has been unsuccessful in his Application, I make no order for the return of the filing fee for the Application.

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 21, 2010.

Dispute Resolution Officer