

DECISION

Dispute Codes PSF, RR

Introduction

This hearing was convened in response to the tenant's application seeking:

1. To have the landlord make repairs to the unit, site or property;
2. Allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided.

Both parties appeared at the hearing of this matter and gave evidence under oath.

Issues(s) to be Decided

Should the landlord make repairs to the rental unit? Is the tenant entitled to reduce her rent until those repairs are complete?

Background and Evidence

The tenant testified that she moved into this rental unit on October 1, 2009. She pays \$820.00 rent per month and she paid a security deposit of \$383.50 and a further deposit of \$383.50 on January 12, 2009 because she acquired a pet. There is a Condition Inspection Report signed by the parties September 25, 2007. There is no mention of the matters which are the subject of this application on that report.

The tenant says that after she moved in she noted a stain appearing on the bedroom carpet. The tenant supplied photographs of the stain. The tenant says she complained about the stain to the landlord on October 30, 2008 but the landlord did nothing about the matter. On November 15, 2008 the tenant says she had the carpet cleaned at her own expense. The tenant says she used to have a pet but no longer has one. The

tenant says she is aware that the previous tenant had a dog. The tenant says that carpet stains can disappear upon cleaning and reappear at a later time.

The tenant says that she is also having problems with the linoleum on the bathroom floor of the rental unit. The tenant submitted a photograph of the subject area showing a darkened ring on the floor just below the bowl of the toilet. The tenant says she has complained about this numerous times and the landlord has not done anything about it. The tenant says that the ring is black and sticky and she has to wash her slippers frequently to get the sticky substance off.

The landlord says the carpets are cleaned at the start of the tenancy and tenants are responsible for cleaning after that the tenants are responsible for cleaning their own carpets. The landlord testified that they have no record of any complaints relating to carpets from the tenant from the start of the tenancy until 2 years later on October 27, 2009. The landlord is aware that in September 2008 the tenant asked the then manager for the name of a carpet cleaner. In her letter to the manager, submitted in evidence, the tenant states that she wished to have the walking areas of her carpets cleaned. The landlord says the tenant has a pet and numerous plants in her rental unit and this is likely how the carpets became stained.

With respect to the darkened area on the linoleum the landlord testified that the resident caretaker monitored the bathroom floor over a 2 month period while the tenant was out of the country. The resident caretaker testified that she initially used a micro-fibre cloth to clean the subject area and, over the course of the 2 month period, the darkened ring did not reappear. The landlord says it seems that the only time the ring appears is when the tenant is in residence.

Analysis

The tenant has brought this claim and she therefore bears the burden of proving her claim. The evidence shows that the tenant moved in and all was well. By her own version of events it was not until one year later that she noticed the stains on the carpets. The landlord's account of events is that over the course of 2 years he received no complaints about the carpets from the tenant and then the complaints began. The tenant claims that stains can disappear upon cleaning and reappear at a later time. The landlord argues that when stains reappear after carpet cleaning they do so within a few days of cleaning not 1 or 2 years. On a balance of probabilities, I prefer the landlord's explanation and I find that the tenant has failed to bring sufficient evidence to show that the carpet stains of which she now complains are the landlord's responsibility.

With respect to the problems with the bathroom linoleum, based on the evidence, in particular the evidence of the landlord's manager who cleaned and monitored the linoleum for 2 months in the tenant's absence and found no reoccurrence of the problem, I find that the tenant has failed in her burden of showing that this is the landlord's responsibility.

Conclusion

Overall I find that the tenant has failed in her burden of proving her claims and they are dismissed.