



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC, RP, RR

Introduction

This hearing was convened in response to the tenant's application seeking a monetary order for compensation for damage or loss in the sum of \$16,500.00, an order that the landlord make repairs and an order allowing the tenant to reduce his rent for repairs, services or facilities agreed upon but not provided.

Both parties appeared at the hearing and gave affirmed evidence.

Issues(s) to be Decided

Is the tenant entitled to the orders sought?

Summary Background and Evidence

In his application for dispute resolution the tenant says:

I have lived there for 9 yrs. Im requesting that repairs to be done asap asked mainly for front door, bathroom repairs to be done along with pest control for ants/insect pblm. Needs to updated w/health, comfortable living. Landlord has been inactive since 5 years. Need door and pest control those 2 right now – emergency * front door.

(reproduced as written)

At the hearing the tenant testified that 5 years ago there was a leak from the upstairs into his suite below. The tenant says this leak has caused the countertops and floors to warp and other damages which have not been repaired. Further, the tenant says the

glass sliding door not properly secured which resulted in a break-in at his rental unit. The tenant says he fears for his safety in the rental unit and he has asked the landlord to properly repair the door to the unit but the landlord has not done so. The tenant says he had to install a new door himself because the landlord did a quick job on the door repairs by adding a few screws instead of replacing the door completely as should have been done. The tenant says the landlord is very slow at making repairs often doing them himself instead of hiring professionals. The tenant says he has been unable to secure a new roommate because his bathroom repairs were not completed in a timely manner. The tenant says the compensation he is seeking in the sum of \$16,500.00 is roughly \$275.00 per month for 60 months over the course of which repairs have not been done.

The landlord says the tenant's rent has been \$400.00 per month since the tenant's roommate vacated the rental unit.

The landlord says the rental unit is an "up and down duplex." The landlord says a pipe between the floors had a small pinhole leak in it and this caused some water leakage into the tenant's suite below. The landlord says he attended right away to get all the water cleaned up and all the repairs that were required after this incident were completed five years ago. The landlord says this is because there are no problems. The landlord says he has not noticed any warping to counters or laminate floors. The landlord says the ceiling tiles are fine except for one black spot on a tile. The landlord says he has never received any further complaints from the tenant with respect to this incident until he filed his claim on June 23, 2010.

With respect to the break an enter into the tenant's suite the landlord says he put a stick of wood to secure the glass sliding door which is a common practice. The landlord testified that when the police arrived he asked if there was anything further he could do to make the rental unit more secure and the police told him there was nothing else. With respect to the other door to the rental unit the landlord says he did make repairs to it but the tenant decided to install a new door on his own volition.

The tenant says he has a lot of witness statements to attest to the condition of the rental unit and photographs however none were submitted in evidence. The tenant says he did not serve his evidence on the landlord or submit it with his application for dispute resolution because no one told him he needed to do so. Further, the tenant says that he is deaf and as a result he requires assistance to go through this complicated process and he did not have assistance the day he made his application.

The landlord says that on April 1, 2010 the tenant did complain about his bathroom requiring work. The landlord says the tub is 35 years old and needed replacing and the landlord decided to replace the tiles too. The landlord testified that there was 2 days where the tenant was without a tub. The landlord says he hired a tile person who broke his arm so the landlord was required to take over the tiling work which he did. The landlord says that on July 10 he had a pest control company attend to deal with an ant problem. The landlord says that the trouble with getting work done in the rental unit is because the tenant has changed locks and has not provided the landlord with a key. The landlord testified that he has recently had a heart attack and this has slowed his progress with getting some of the work done but none of it was urgent and the work is now complete.

The tenant says he changed locks because the landlord entered his suite without notice. The tenant says he is deaf and was startled when he discovered the landlord in his suite.

The landlord denies entering the rental unit without giving the tenant notice that he intended to do so.

Findings

The testimony of the tenant and the landlord are conflicting. The tenant says the landlord is not making repairs and the landlord says he does make repairs as required.

The tenant says the landlord enters his suite without notice, the landlord says he does not do this. Other than their own testimony neither party has submitted any further evidence to prove one version of events or the other. However, the onus or burden of proof is on the party making the claim. In cases where one party provides testimony of the events in one way and the other party provides an equally probable but different explanation of the events, the party making the claim has not met the burden on a balance of probabilities and the claim fails. I therefore find that the tenant has failed in his burden and his application is therefore dismissed.

The tenant's application is dismissed.
